Board Book
August 15, 2019

MISSISSIPPI BOARD OF TRUSTEES OF STATE
INSTITUTIONS OF HIGHER LEARNING
CALL TO ORDER

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MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 20, 2019

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 June 20, 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 (by phone), Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan (by phone), Mr. Gee Ogletree, Mr. Hal Parker, and Dr. J. Walt Starr. The meeting was called to order by Hal Parker, President, with Trustee Bruce Martin introduced Reverend Morris Thompson, Episcopal Church of the Mediator in Meridian, MS, who gave the invocation.

INTRODUCTION OF GUESTS

- President Hooper welcomed the Student Government Association Officers: James Stirgus, SGA President at Alcorn State University; Elizabeth Swindle, SGA President at Delta State University; Jordan Jefferson, SGA President at Jackson State University; Jake Manning, SGA President at Mississippi State University; John Jacob Miller, SGA President at Mississippi University for Women; Meredith Cobb, SGA President of the University of Mississippi Medical Center; and Michael Matrick, SGA President at the University of Southern Mississippi.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Dye, with Trustee Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on May 15, 2019 and May 16, 2019.

CONSENT AGENDAS

On motion by Trustee Dye, seconded by Trustee McNair, with Trustee Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas, as amended.

FINANCE

1. ASU – Approved an amendment to the Schindler Elevator Corporation service contract to add the Natchez Campus and four other new elevators which are not included in the current agreement. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, the Board approved prepayment of the monthly rent each month. The contract will provide preventative maintenance on all 30 elevators on the Lorman and Natchez.
Campuses. As mandated by the Mississippi Conveyance Safety Act, all elevators must be included under a service agreement that conducts annual tests and services as required by the state inspection program. The term of the contract addendum shall begin upon IHL Board approval (approximately June 20, 2019) and expire on June 30, 2020 and shall have no provisions for auto renewal. The new monthly maintenance rate will increase from $8,107.16 per month to $8,200 per month. This amendment will change the current value of the contract from $97,285.92 to $98,400. The payment will be made annually. The agreement will be funded by E & G 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.

2. MSU – Approved the request to enter into a contract with Babel Street for the purchase of the following software items: 1) The Babel Street® web-based application, Babel X®, which is a multi-lingual, geo-enabled, text analytics software as a service (SaaS) solution and 2) Babel BOX®, or Blended Onsite eXploitation, which refers to the on-premises, hosted solution of Babel Street’s commercial software. This software purchase and subscription are required to comply with a grant from the U.S. government. The grant award specifically requires the use of Babel Street’s products. The contract will begin on June 29, 2019 and will expire on January 29, 2020 with an option to renew, if funding is available, for up to four (4) additional 1-year periods. For the first seven-month term the cost will be $1,202,000. The annual fee shown in the order forms, of $1,100,000 shall apply to the first annual term if the option to renew is exercised which shall run from January 30, 2020 until January 29, 2021. The annual fees for the following annual terms shall be renegotiated by the parties prior to the beginning of the renewal term, however, the parties agree that the annual fee shall not escalate by more than 2%. It is anticipated that the third-year cost will be not more than $1,122,000; the fourth-year cost will be not more than $1,144,440; the fifth-year cost will be not more than $1,167,329, for a total cost of not more than $5,753,769 if funding is available. The contract will be funded by grants. 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.

3. MSU – Approved the request to lease 2,809 square feet of office space at 385 College View Street to be used for the University’s Computer Testing Services. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of the rent each month. The University’s Computer-Based Testing Service is currently located in the basement of an on-campus building scheduled for eventual demolition. The College View space is more suitable for long-term occupancy and favorably located for the type of services provided to the public. The contract term is August 1, 2019 through July 30, 2024 and may be renewed for one 5-year period upon written agreement of both parties. The total contract amount is $324,573.14 for the five-year period. A breakdown of costs is included in the bound June 20, 2019 Board Working File. The 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.
4. **UM** – Approved an amendment and extension of the lease between the IHL/UM and Alpha Mu House Corporation of Kappa Delta Sorority (“KD House Corporation”) and a sublease between KD House Corporation and Mississippi Gamma House Association of Sigma Alpha Epsilon (“SAE House Association”). Amendment of the primary lease is necessary because KD House Corporation seeks financing to rebuild the KD House currently erected on sorority lot no. 8. Proposed lenders require KD House Corporation to amend and extend the term of the primary lease from the last day of August 2039 to the last day of August 2049 to coincide with the proposed financing term because the original lease expires during the proposed amortization of the loan. KD House Corporation maintains that it cannot obtain financing to rebuild the KD House until its lease with IHL/UM is extended. KD House Corporation will sublease the vacated SAE House from the SAE House Association because KD sorority members will be displaced during the interim period when the KD House is vacated and then demolished and rebuilt. The IHL’s approval of the sublease is necessary because the primary lease between SAE House Association and the IHL/UM expressly provides that SAE House Association may not sublease, sell, assign, or pledge the property as a security for a loan to any person, corporation, society, or body without the consent of the IHL in writing. The primary lease between the IHL/UM and KD House Corporation is for a thirty-year term, from September 1, 2009 to August 31, 2039. The primary lease contains no renewal option. The amended lease between the IHL/UM and KD House Corporation is for a forty-year term, from September 1, 2009 to August 31, 2049. The term of the proposed sublease between SAE House Association and KD House Corporation is for one year, from July 1, 2019 to June 30, 2020. The annual lease payment under the primary lease between KD House Corporation and IHL/UM is $50. 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. **UM** – Approved the request for the University of Mississippi Office of Information Technology to enter into a contract with GKR Systems, Inc. (commonly known as Venture Technologies) to procure hardware for upgrading the existing computer network. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of the five (5) years of support and upgrades. Following receipt of the hardware, this hardware purchase includes five years of prepaid hardware support and upgrades along with a set hourly rate should any onsite support services be required. This allows significant savings by providing a much higher discount rate and locking the price to prevent any increase for five years. The estimated delivery of new hardware is July 1, 2019, the estimated end date would be June 30, 2024. The contract amount for this procurement is $2,198,278.68 with hardware costs being $1,573,449 and five years of hardware support being $624,829.68 (including five years of updates for the operating system). The University also have a specified rate of $175 per hour should any onsite services be required. The University has not utilized onsite services in the last five years and does not anticipate needing them in the five years of this agreement, but an hourly rate for onsite services with a four-hour response time is specified if necessary. Funding for this project will be Telecommunications Capital R&R reserves. 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. **UM** – Approved the request for the University of Mississippi Office of University Marketing & Communications to enter into a contract with Ologie LLC to establish a collaborative relationship with a marketing and branding agency to provide UM with a distinctive, unifying brand platform. The contract term will be June 21, 2019 – June 30, 2020. The total contract amount is $657,000. This total includes the following: Professional Fees $527,000; Miscellaneous Material Expenses $2,000; Film Expenses $45,000; Travel Expenses $53,000; and Potential Change Orders $30,000. The source of the funding for the contract will be a combination of existing University Marketing & Communications funds and Educational 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.

7. **UMMC** – Approved the request to enter into a Services Agreement (Agreement) with Atlas Medstaff, LLC (Atlas) for augmentation of nursing and surgical technician staffing to be utilized on an as-needed basis. Atlas will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas. The term of this Agreement is two (2) years, beginning July 1, 2019, and ending June 30, 2021. The total maximum cost of the Agreement over two (2) years is $9,877,840, which is UMMC’s total expected need for nurse staffing augmentation. Fees are based upon hourly rates for the nurses and technicians. However, since it is unknown at this time which vendor will be able to supply nurses as needed, UMMC has requested the total projected need for each of the three (3) proposed vendors (Atlas Medstaff, LLC; Cross Country Staffing, Inc.; and Medical Solutions, LLC). This Agreement will be funded by hospital 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.

8. **UMMC** – Approved the request to enter into a Reagent Rental Agreement (Agreement) with Beckman Coulter, Inc. (Beckman Coulter) for the lease of an AU480 Analyzer, including a one (1) year warranty, service, training, and related consumables needed for diagnostic testing. The analyzer and associated supplies are used to perform drug screens on hospital and clinic patients, as well as new UMMC employees and students. The testing is also used in cases of possible exposure, ingestions, and overdoses. The term of the Agreement is five (5) years, from July 1, 2019, through June 30, 2024. The total estimated cost for the five (5) year contract term is $513,602.73. UMMC has calculated into the total cost a potential annual cost increase of three percent (3%) and potential annual patient volume growth of ten percent (10%), beginning in year two (2) of the Agreement. The contract will be funded by hospital 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.

9. **UMMC** – Approved the request to enter into a Services Agreement with Cintas Corporation No. 2 (Cintas) to rent uniforms worn by employees throughout UMMC. The Department of Finance and Administration, Office of Purchasing, Travel, and Fleet Management (DFA) has contracted with Cintas for the provision of uniforms to state agencies. The initial term of the agreement is three (3) years, from October 1, 2019, through September 30, 2022. Thereafter, the agreement will automatically renew for an
additional two (2) renewal terms of one (1) year each. The Board approved the entire term of five (5) years, from October 1, 2019, through September 30, 2024. The total estimated cost over the five (5) year term is $899,543.68. Pricing under the agreement is firm for the initial three (3) year term. During the renewal terms, upon 120 days’ prior written notice, Cintas may increase prices up to the percent increase in the Hospital and Related Services component of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as released by the U.S. Labor Department, Bureau of Labor Statistics. UMMC has calculated a six percent (6%) annual increase beginning in year 4 for potential price increases, as well as potential volume increases during the five (5) year term. The 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.

10. UMMC – Approved the request to enter into Amendment One to the Educational License Agreement with Citrix Systems, Inc. (Citrix) to allow UMMC to purchase additional licenses currently needed, as well as purchase additional licenses on an as-needed basis. This will allow UMMC to expand license counts on a dynamic basis as student, faculty/staff and business partner counts increase. These are a hybrid model for software, maintenance and technical support provided for on UMMC’s existing on-premise Citrix XenDesktop infrastructure. The software and services under this agreement serve as a gateway for UMMC users to access approximately 200 applications used across the institution. This gateway essentially “virtualizes” UMMC’s software applications. The term of this amendment will begin on or about June 26, 2019 and be coterminal with the agreement. The term of the agreement became effective December 13, 2018 and continues through December 12, 2021. The estimated total cost of this amendment is $500,000.00. The total cost of the agreement is $2,626,850. 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.

11. UMMC – Approved the request to enter into a Services Agreement (Agreement) with Cross Country Staffing, Inc. (Cross Country) for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. Cross Country will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas. The term of the Agreement is two (2) years, beginning July 1, 2019 and ending June 30, 2021. The total maximum cost of the Agreement over two (2) years is $9,877,840, which is UMMC’s total expected need for nurse staffing augmentation. Fees are based upon hourly rates for the nurses and technicians. However, since it is unknown at this time which vendor will be able to supply nurses as needed, UMMC has requested the total projected need for each of the three (3) proposed vendors (Atlas Medstaff, LLC; Cross Country Staffing, Inc.; and Medical Solutions, LLC). This Agreement will be funded by hospital 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.

12. UMMC – Approved the request to amend its Cargo Facility Lease Agreement (Lease) with the Jackson Municipal Airport Authority (JMAA). The proposed amendment will extend the Lease for three (3) additional years and increase rent for the extended term. The leased
location is on the campus of the Jackson-Medgar Wiley Evers International Airport and provides office and storage space for components of the Mississippi State Department of Health’s (MSDH) State Medical Response System (SMRS), which includes safety and security for UMMC’s mobile field hospital and a training location for the State Medical Assistance Team (SMAT) medical and logistical staff. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment of the rent each month, as well as vehicle parking charges for employees, as applicable. The total term of the extended Lease is six (6) years, from July 1, 2016, through June 30, 2022. The original term of the Lease was one (1) year with two (2) automatic renewal terms of one (1) year each. The proposed amendment will extend the lease for an additional three (3) renewal terms of one (1) year each. The total cost of the amended Lease over the six (6) year term is $1,464,157.50. For the extended term, the base rent will increase from $7.00 to $7.25 per square foot, or $232,942.50 annually. Under the Lease, UMMC is responsible for an electricity surcharge of $1,200 per month, as well as purchasing identification badges for at least three (3) supervisory employees and employee parking if UMMC’s employees utilize JMAA parking facilities. UMMC has included $350 per year for potential badge fees. UMMC employees currently utilize parking spaces located next to the leased building. While UMMC does not foresee any charges for parking, UMMC has calculated an additional $350.00 per year for this contingency. A breakdown of costs is included in the bound June 20., 2019 Board Working File. UMMC will pay the Lease; however, MSDH will reimburse UMMC the cost of the Lease via federal grant funds received for public health emergency and/or hospital preparedness. 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.

13. UMMC – Approved the request to enter into a Medical Office Building Lease with Madison HMA, LLC (Madison HMA), located on the Merit Madison campus at 160 River Oaks Drive in Canton, Mississippi. The lease will be for 4,676 square feet of space located in the Oaks Building on Merit Madison’s campus. The space will be used for clinics and offices for UMMC surgery providers and staff. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of the rent each month. The term of the agreement is two (2) years, from July 1, 2019, through June 30, 2021. The total potential cost of the lease is $209,484.80 over the two (2) year term. UMMC’s initial base rent is approximately $22.40 per square foot, which remains firm throughout the term of the lease. The base rent includes rent of the existing furniture and equipment that UMMC will utilize. 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.

14. UMMC – Approved the request to enter into the Second Amendment to its Agreement with MED-EL Corporation (MED-EL) to add the BONEBRIDGE implant system for purchase under the Agreement. The Agreement allows UMMC to purchase otolaryngology auditory devices and ancillary products to be used in surgical procedures at a discounted rate. These devices and products include cochlear implants, bone conduction systems, batteries, covers, etc., that will be used to treat pediatric and adult
patients throughout UMMC. For patients with hearing impairments, the implant does the work of the damaged parts of the inner ear in order to provide sound signals to the brain. UMMC also requests approval to add or remove products covered by the Agreement without requiring prior submission for Board approval, so long as there is adequate funding remaining. The Agreement term remains unchanged. The term is five (5) years, from October 1, 2016, through September 30, 2021. The Second Amendment does not change the total estimated cost of the Agreement, which remains $10,000,000. Purchases will be made on an as-needed basis dependent upon patient need. The Agreement will be funded by hospital 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.

15. **UMMC** – Approved the request to enter into a Services Agreement (Agreement) with Medical Solutions, LLC (Medical Solutions) for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. Medical Solutions will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas. The term of this Agreement is two (2) years, beginning July 1, 2019, and ending June 30, 2021. The total maximum cost of the Agreement over two (2) years is $9,877,840, which is UMMC’s total expected need for nurse staffing augmentation. Fees are based upon hourly rates for the nurses and technicians. However, since it is unknown at this time which vendor will be able to supply nurses as needed, UMMC has requested the total projected need for each of the three (3) proposed vendors (Atlas Medstaff, LLC; Cross Country Staffing, Inc.; and Medical Solutions, LLC). This Agreement will be funded by hospital 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.

16. **UMMC** – Approved the request to enter into a Rehabilitation Services Agreement (Agreement) with MidSouth Rehab Services, Inc. (MidSouth) to provide a full range of therapy services for UMMC Grenada. MidSouth will provide all employees and management oversight of the inpatient, outpatient, and home health functions of UMMC Grenada’s Rehab service line. MidSouth will be responsible for volume growth, oversight of quality, and oversight of billing practices to ensure appropriate coding of Rehab claims and appropriate collections of those claims. The term of the Agreement is three (3) years, from July 1, 2019, through June 30, 2022. The total estimated cost of the Agreement over the three (3) years is $3,950,061. Fees are variable based upon the services provided by various providers. The contract will be funded by hospital 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.

17. **UMMC** – Approved the request to enter into a Master Apheresis Agreement (MAA), a Quality Assurance Agreement (QAA), and an Outcomes Based Agreement (OBA) with Novartis Pharmaceuticals Corporation (Novartis) to provide the Chimeric Antigen Receptor T cell (CAR-T) therapy, Kymriah, to UMMC patients. CAR-T is an immunological therapy that utilizes a patient’s immune system to destroy their cancer cells. CAR-T therapy is utilized in patients who have not responded to standard therapy or who have relapsed. Kymriah is approved for patients up to 25 years of age with relapsed or
refractory B-cell acute lymphoblastic leukemia (ALL) and in adult patients with relapsed or refractory diffuse large B cell lymphoma (DLBCL). The term of the Agreement is three (3) years, from July 1, 2019, through June 30, 2022. The total estimated cost for the three (3) year contract term is $12,720,000. The cost of Kymriah for ALL patients is $475,000 per therapy, and the cost for DLBCL patients is $373,000 per therapy. UMMC has calculated the total cost based upon a projection of thirty (30) patients over the three (3) year term, fifteen (15) of each type. This Agreement will be funded by hospital 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.

18. UMMC – Approved the request to enter into the Second Amendment to the Master Services Agreement with OCLC, Inc. (OCLC) to add two (2) additional years to the current agreement for library services platform, including software, implementation, training, and support. The library platform provides a comprehensive system for cataloging materials, acquisition of items, serials, and financial management, such as budget and expense tracking and purchase order creation. The term of the amended agreement is five (5) years, from January 18, 2018, through January 17, 2023. The amendment extends the term from the original pricing schedule of three (3) years to a total of five (5) years. The total cost of the amended agreement is $337,207.00 over the five (5) year term. The cost of the original agreement was $215,335; the amendment will add an additional $121,872 to the agreement cost. 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.

19. UMMC – Approved the request to enter into a Services Agreement with Provenance Staffing, LLC (Provenance) to provide care coordination services for all of UMMC’s hospital and related facilities, as well as specifically for the University Hospital. Provenance will work with UMMC’s team to identify and execute improvement strategies for care coordination at UMMC. The term of the agreement is two (2) years, beginning July 1, 2019, and ending June 30, 2021. The total estimated cost of the agreement over two (2) years is $1,872,000. The monthly fee of $78,000 is inclusive of professional fees and travel expenses. The agreement will be funded by hospital 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.

20. UMMC – Approved the request to enter into a User License Agreement and Education Services Term (collectively, the Agreement) with QlikTech, Inc. (Qlik) for the purchase of its business intelligence platform and various analytical software licenses, maintenance, and support. The software is an associative in-memory business intelligence platform that is integrated into Epic. The software is used to build data analysis applications based on end user criteria and identified data sources throughout the organization. The Education Services Terms will provide access to Qlik’s Continuous Classroom for its training courses. The Agreement is for a term of three (3) years, from June 20, 2019, through June 19, 2022. The total cost of the Agreement over the three (3) year term is $1,083,040.54. The Agreement will be funded by hospital 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.
21. **UMMC** – Approved the request to enter into a Services Agreement with Sellers Dorsey & Associates, LLC (Sellers Dorsey) to design an alternative managed care payment program for children with medically complex conditions. This model will reduce costs of serving the population of children with complex care needs, improve care coordination, and result in improved outcomes for the children served. The term of the Agreement is nine (9) months, from July 1, 2019, through March 31, 2020. The total estimated cost of the agreement over the nine (9) month term is $261,750.00, including labor and travel expenses, as well as actuarial services. This Agreement will be funded by hospital 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.

22. **UMMC** – Approved the request to enter into a Master Services Agreement with TractManager, Inc. (TractManager) for the MediTract 2.0 Contract Lifecycle Management System for the approval routing and ongoing management of all UMMC contracts. The Board also approved the request to amend the agreement as needed, such as additional implementation services, training needs, or facilities, during the term of the agreement, so long as adequate funding is remaining. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment for fifty percent (50%) of the total implementation, training, and administrator support fees upon execution of the agreement. The term of the agreement is five (5) years, from June 30, 2019, through June 29, 2024. The total estimated cost of the agreement over the five (5) year term is $1,096,085, including monthly service fees, implementation services, customized training, system administrator support services, and travel expenses. Beginning in the second year following go-live, the monthly service fees will increase by the lesser of three percent (3%) or the Consumer Price Index for All Urban Consumers (CPI-U). UMMC has also included potential costs for additional implementation services, training needs, and facilities during the term of the agreement. The 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.

23. **UMMC** – Approved the request to enter into Amendment II to its agreement with VRC Companies, LLC d/b/a Vital Records Control of Mississippi, LLC (VRC) to amend Exhibit A and extend the term of the agreement. Under the agreement, VRC provides off-site storage and retrieval services for all UMMC areas, with the exception of Health Information Management (HIM). Amending Exhibit A will allow UMMC to adjust the pricing of storage in order to achieve cost savings in reduction of storage utilized. The total term of the amended agreement is seven (7) years, effective July 1, 2015, through June 30, 2022. The original term of the agreement was five (5) years. Amendment II will extend the term an additional two (2) years. The total estimated cost of the amended agreement is $1,884,553.36 over the seven (7) year term. The original approved cost for the five (5) year agreement was $1,519,070.98. UMMC anticipates the cost of the additional two (2) year extension will not exceed $365,482.38. The 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.
24. **UMMC** – Approved the request to enter into Amendment One (1) to the Master License Agreement with Velos LLC (Velos) to affect a name change to the company, add insurance provisions required of Velos, modify the license from on-premise to a hosted solution, add professional services to integrate the clinical trial portion into Epic, and add the eCompliance and CDM-R modules to the current license. Velos is a clinical research/trials management software system that provides comprehensive functionality for study administration, subject and financial management, data capture, and reporting within one centralized system, with a robust architecture that facilitates interoperability externally. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment for fifty percent (50%) of the total professional fees upon execution of the amendment. The total term of the agreement remains unchanged at five (5) years, from June 1, 2018, through May 31, 2023. Amendment One (1) is effective July 1, 2019 and ends coterminous with the agreement on May 31, 2023. The total cost of the amended agreement is $1,144,635.79. The original agreement cost was $523,294.38. The estimated cost of Amendment One (1) is $621,341.41. The Agreement will be funded by general funds and development 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.

25. **UMMC** – Approved the request to enter into a Comprehensive Anesthesia Services Agreement (Agreement) with Willow Anesthesia Services, LLC (Willow) to provide full anesthesia coverage for UMMC Grenada. Willow will be responsible for providing Certified Registered Nurse Anesthetists (CRNA) and physician coverage, as needed, as well as a physician to serve as medical director. The term of the Agreement is five (5) years, from July 1, 2019, through June 30, 2024. The total estimated cost of the Agreement over the five (5) years is $6,007,799. Fees are variable based upon the services provided by various providers. The contract will be funded by hospital 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.

26. **UMMC** – Approved the request to escalate its Auxiliary Enterprises Budget for FY 2019. The escalation is requested to appropriately categorize expenditures for FY 2019, to provide additional spending authority based on projections, and to allow for the internal transfer of fund balances.

| University of Mississippi Medical Center 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           | $ 1,257,008    | $ 135,000      | $ 1,392,008    |
| Travel and Subsistence                        | 2,421          | 2,000          | 4,421          |
| Contractual Services                          | 467,344        | 6,900,000      | 7,367,344      |
| Commodities                                   | 2,108,432      | -              | 2,108,432      |
| Capital Outlay: Non-Equipment                 | -              | -              | -              |
| Capital Outlay: Equipment                     | 50,000         | -              | 50,000         |
| Mandatory Transfers                           | 166,219        | 327,190        | 493,409        |
27. **USM** – Approved the request to enter into a lease agreement with NewWave Telecom and Technologies, Inc., a Maryland corporation (Company) registered in the State of Mississippi. The Company will lease approximately 1,180 square feet of office space at USM’s Accelerator to pursue the development and commercialization of advance information technology. The initial lease term is for one year and may be renewed for up to four consecutive one (1) year terms. The rent during the initial term and renewal terms shall be $29,500 per year, for a total of $147,500 for the four years. 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

28. **ASU** – Approved the request to initiate **GS 101-320, Campus-Wide ADA Improvements.** The project professional will be determined through the request for qualifications method. This project will provide ADA improvements across the campus to include but not limited to curb cuts, street crossings, sidewalk repairs, wayfinding and signage, and other ADA related improvements. The proposed project budget is $4,120,000. Funds are available from SB 3065, Laws of 2019 ($4,120,000).

29. **UM** – Approved the initiation of **IHL 207-454, Data Center Facility Renovation.** The Data Center facility currently houses the University’s main computer systems and data (SAP, Blackboard, and all e-mails), as well as some student data for UMMC. The building will be completely renovated and upgraded, and a small addition will be added for offices. The work will take place around the existing equipment. However, more details will be determined after the design professional is selected. The proposed project budget is $1 million. Funds are available from SB 3065, Laws of 2019 ($1,000,000).

30. **UM** – Approved the initiation of **IHL 207-455, Jackson Avenue Center Reroof & Exterior Coating**, and the appointment of Shafer Zahner Zahner, PLLC as the design professional. This project will remove the existing 11-year-old, 2-ply roof and replace it with a new 2-ply modified, twenty-year (20) roof system. The scope of work will also include recoating the exterior wall of the building. The existing exterior wall is only 1-wythe of 12” CMU. The system relies on an elastomeric coating to maintain a watertight envelope. The walls were last recoated in 2011; however, this should be done every 3-5 years. This project will recoat the walls for a second time over the last 8 years. The proposed project budget is $1,980,000. Funds are available from Capital Appropriations ($1,980,000).

31. **ASU** – Approved the request to increase the budget for **GS 101-297, Technology Classroom Building**, from $21,000,000 to $23,200,000, for an increase of $2,200,000. The Board also approved the request to add SB 3065, Laws of 2019, as a funding source.
to allow for the increase. This is the third budget escalation request made for this project by the university. The new Technology Classroom Building will consist of a 38,565 GSF structure with faculty offices, classrooms, student lounge areas, computer labs, conference rooms, and auditorium. Funds are available from SB 3065, Laws of 2019 ($2,200,000); HB 1649, Laws of 2018 ($4,500,000); SB 2906, Laws of 2015 ($7,100,000); HB 787, Laws of 2014 ($9,000,000); and SB 2913, Laws of 2013 ($400,000).

32. USM – Approved the request to increase the budget for GS 108-285, Cook Library Renovation Phase II, from $4,880,480 to $8,132,980, for an increase of $3,252,500. The Board also approved the request to add SB 3065, Laws of 2019, as a funding source to allow for the budget increase. The scope of the project includes, but is not limited to, the renovation of the 1st and 2nd floors of the Cook Library in order to create a new University Academic Advising Center including new offices, conference rooms, student study spaces, tutoring spaces, and areas for the New Student & Retention Program. Funds are available from SB 2906, Laws of 2015 ($521,844.92); HB 787, Laws of 2014 ($1,058,635.22); HB 1649, Laws of 2018 ($3,300,000); and SB 3065, Laws of 2019 ($3,252,500).

33. UM – Approved the request to increase the budget for IHL 207-410, Gertrude Ford Blvd. Retaining Walls, from $1,250,000 to $1,600,000, for an increase of $350,000. This is the first budget modification request made for this project by the university. The west side of Gertrude Ford Blvd., south of the University Avenue bridge, is experiencing significant erosion. The project will construct a retaining wall made of concrete blocks. Funds are available from MDOT ($650,000); Internal R&R ($350,000); and Capital Appropriations ($600,000).

34. MSU – Approved the request to delete from inventory Building #1147 located on the South Farm of the MSU main campus in Starkville, MS. The building was demolished by a tornado on April 13, 2019. The approval letter has been received from the Mississippi Department of Archives and History stating Building #1147 was not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities.

35. MSU – Approved the exterior design for the Indoor Tennis Facility project. The MSU Bulldog Club will construct a new indoor tennis facility that will meet NCAA regulations. A copy of the renderings is included in the bound June 20, 2019 Board Working File.

36. MSU – Approved the request to purchase real property from the Mississippi State University Foundation at a sales price of $380,000. The purchase price is the average of two independent appraisals. The first appraisal was in the amount of $360,000. The second appraisal was in the amount of $400,000. The property is a single-family residence that is located on approximately 0.643 acres. The property is more legally defined as Part of Section 1, Township 18 North, Range 14 East, Oktibbeha County, Mississippi. The property can be identified in the Oktibbeha County Tax Office as Parcel #101H-01-014.00 or as PPIN #7633. The closing date on the property will be on or before June 30, 2019. MSU agrees to pay reasonable and customary closing costs. A Phase 1 report was conducted, and no evidence of recognized environmental conditions were found on the property. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. The Attorney General’s Office has reviewed and approved this item.
37. MVSU – Approved the request to rename the generically named “New Men’s” residence hall to “McTeer Hall”. This is a three-story residence hall built in 2006 located on the front of campus. This building is being named for Mr. & Mrs. McTeer, through their philanthropic work as MVSU’s largest donors, donating over $500,000 for student scholarships. Mr. Victor McTeer became a successful trial lawyer and owner of one of the largest black-owned law firms in Mississippi using his law practice to protect voting rights, challenge discriminatory employment practices and battle big tobacco companies that targeted poor and African American people with their marketing tactics. Mrs. Mercidees McTeer spent her working life as an accomplished public-school teacher, school board President, and co-owner of the Pyramid Learning Center, a Montessori based pre-school in Greenville, MS. In the early 1980s, the McTeers began investing in students from the Mississippi Delta who sought to improve their future with the invaluable blessing of a hard-earned college degree.

LEGAL

38. MSU – Approved the request to modify a contract with the firm of Stites & Harbison, PLLC as outside counsel to provide services necessary for obtaining patents for designs, processes, products, and other patentable materials developed in connection with the University. This modification #4 will extend the term of the contract for one (1) additional year or through June 30, 2020. The rates remain the same, ranging from $95 to $360 per hour, with the total amount payable not exceeding $100,000. Rachel Rutledge is being removed from the list of attorneys. All other provisions of the Agreement for Legal Services dated July 1, 2015, shall remain in effect. Stites & Harbison carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate in the amount of $60,000,000. The Attorney General has approved this request.

39. UM – Approved the request to renew its contract for professional services with the law firm of Armstrong Teasdale LLP as outside counsel for the provision of legal services in the area of engineering and physical sciences patent applications and related intellectual property issues. Attorneys Erin Florek and Adam Wuller will be the primary attorneys performing work for the University. The contract originated June 2011. The term of the proposed contract extension is from July 1, 2019 through June 30, 2020. Hourly rates range from $200 to $450 for principals, $175 for associates, $175 for patent agents, and $150 for paralegals. These rates are the same as those approved last year. Total expenditures will not exceed $100,000. Armstrong Teasdale carries professional liability insurance coverage in the amount of $40,000,000 per claim with an annual aggregate of $80,000,000. The Attorney General has approved this request.

40. UM – Approved the request to amend its existing legal services agreement with the law firm of Butler Snow LLP, who provides legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. Under the parties’ existing legal services agreement, the total expenditures for FY 2019 may not exceed $100,000. The amendment will increase the allowable expenditures for FY 2019 by an additional $75,000, for a total of $175,000 in allowable expenditures for FY 2019. This increase is necessary because the resolution of a matter involving outstanding sums owed UM under an existing license agreement for certain technology
required more attorney work product and legal advice from Butler Snow than initially anticipated. All other remaining provisions of the parties’ current legal services agreement remain the same. Specifically, the term of the agreement remains July 1, 2018 through June 30, 2019. The blended hourly rate for Butler Snow remains the same, $295 per hour for all attorneys and $95 per hour for all legal assistants. The Attorney General has approved this request.

41. **UM** – Approved the request to renew its contract for professional services with the law firm of Butler Snow LLP as outside counsel for the provision of legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. The contract originated in November 2007. The term of the proposed contract extension is July 1, 2019 through June 30, 2020. The blended hourly rate under the contract will be $295 per hour for all attorneys, including patent work, and $95 per hour for all legal assistants. These rates are the same as those approved last year and are competitive with or less than those charged by similarly qualified attorneys. Total expenditures will not exceed $100,000. Butler Snow carries professional liability insurance coverage in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. The Attorney General has approved this request.

42. **UM** – Approved the request to renew its contract for professional services with the law firm of Evans Petree, PC as outside counsel to advise and represent the University with respect to construction matters, including but not limited to, construction and design professional contracts, public procurement, potential bid protests, and other matters related to design, construction, and project management and related disputes. Joseph T. Getz will be the primary attorney performing work for the University. The contract originated in March 2013. The term of the proposed contract is from July 1, 2019 to June 30, 2020. The proposed hourly rates are the same as those approved last year, with partners ranging from $265 to $295 per hour, associates from $175 to $225 per hour, and paralegal services from $95 to $110 per hour. The maximum amount payable under the contract will be $40,000. The Attorney General has approved this request.

43. **UM** – Approved the request to renew its contract for professional services with the New York law firm of Hershkovitz & Associates, LLC (“Hershkovitz”) as outside counsel so that Eugene Rzucidlo, an attorney practicing with Hershkovitz, may continue to assist the University with pharmaceutical and natural products patent applications and related intellectual property and commercialization issues. Mr. Rzucidlo is one of a few patent lawyers in the world who is also a natural products chemist, and the University has worked with Mr. Rzucidlo on the most challenging natural products patents for many years. Mr. Rzucidlo’s hourly rate is $595 per hour, which is the same as approved for last year and is comparable to similarly qualified and experienced patent counsel. The term of the proposed contract is from July 1, 2019 to June 30, 2020. Total expenditures will not exceed $150,000. The cap is reduced by $100,000 from last year. Hershkovitz & Associates, PLLC carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. The Attorney General has approved this request.
44. UM – Approved the request to enter into an agreement for professional services with the law firm of Holland & Knight LLP as outside counsel for the provision of legal services in the area of Title IX risk management and regulatory compliance, including athletic equity in intercollegiate athletics. Partner Janet P. Judge will be the primary attorney performing work for the University. The term of the proposed contract is from June 1, 2019 through May 31, 2020. Ms. Judge is a Title IX subject matter expert with more than thirty years of experience in higher education and intercollegiate sports. Ms. Judge is offering her legal services at a discounted rate of $525.00 per hour, which is comparable to similarly qualified Title IX counsel with her wealth of experience. Total expenditures will not exceed $40,000. Holland & Knight carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $20,000,000. The Attorney General has approved this request.

45. UM – Approved the request to renew its contract for legal services with the law firm of Mayo Mallette, PLLC as outside counsel so that it may continue to assist the University with a litigated matter, In Re Estate of Blackburn. The firm will also assist the University with real estate matters, compliance, the management of e-discovery, internal investigations, and other legal matters as assigned. The hourly rate for the firm’s legal services on the Blackburn matter will remain the same at $165 per hour for partners, $135 per hour for associates, and $65 per hour for legal assistants. The hourly rate for the firm’s legal services on all other matters will be $250.00 per hour for partners, $200 for per hour for associates, and $100 per hour for legal assistants. These rates are competitive with or less than those charged by similarly qualified attorneys. The proposed contract extension term is from July 1, 2019 to June 30, 2020. Total expenditures will not exceed $60,000. Mayo Mallette carries professional liability insurance coverage in the amount of $2,000,000 per claim with an annual aggregate of $2,000,000. The Attorney General has approved this request.

46. UM – Approved the request to enter into an agreement for professional services with the law firm of Phelps Dunbar LLP as outside counsel for the provision of legal services in the areas of labor and employment. Partner W. Thomas Siler, Jr. will be the primary attorney performing work for the University. The term of the proposed contract is from June 1, 2019 through May 31, 2020. The hourly rate is $360. Total expenditures will not exceed $35,000. Phelps Dunbar carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate of $60,000,000. The Attorney General has approved this request.

47. UM – Approved the request to renew its contract with the law firm of Stites & Harbison, PLLC as outside counsel for the provision of legal services in the area of pharmaceutical patent applications and intellectual property issues. Richard Myers will be the primary attorney performing work for the University. Mr. Myers’ hourly rate is $360, with other associates, professionals, and paralegals who may work on University matters billing between $95 and $320 per hour. The term of the proposed contract is from July 1, 2019 to June 30, 2020, and total expenditures will not exceed $100,000. Stites & Harbison carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate of $60,000,000. The Attorney General has approved this request.
48. UM – Approved the request to renew its contract for professional services with the law firm of Ware Immigration as outside counsel to provide services as needed regarding immigration matters, including, but not limited to, the preparation of labor certification applications on behalf of the university for its employees who seek permanent residence status. This contractual agreement is necessary due to amendments by the U.S. Department of Labor to the permanent labor certification regulations, specifically: employers are required to pay the cost of preparing, filing and obtaining certification, and are prohibited from transferring those costs to the beneficiary. This includes a prohibition on the alien paying the employer’s attorney fees. The terms of this contractual agreement will be from July 1, 2019 to June 30, 2020, and total expenditures will not exceed $100,000 during the contract term. This firm carries professional liability insurance coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000. The fees for these services are listed in the “Schedule of Legal Fees for Academia,” provided below. All services not included in the below fee schedule will be provided at the following hourly rates: David Ware $350; Partners $250; Associates $175; and Paralegals $100. The Attorney General has approved this request.

Schedule of Legal Fees for Academia

<table>
<thead>
<tr>
<th>Nonimmigrant Petitions and Processes</th>
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<tbody>
<tr>
<td>H-1B petition</td>
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<tr>
<td>H-1B extension or amendment petitions</td>
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<tr>
<td>(we handled original petition)</td>
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<tr>
<td>TN petition or border/consulate processing</td>
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<tr>
<td>TN extension petition (we handled original)</td>
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<td>E-3 petition or consular processing</td>
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<td>E-3 extension petition (we handled original)</td>
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<tr>
<td>O-1 petition</td>
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<tr>
<td>O-1 extension or amendment petition (we handled original)</td>
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<td>Change of status or extension of status for dependents (I-539)</td>
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<tr>
<td>J-1 waiver (IGA or hardship)</td>
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<td>J-1 waiver (Conrad)</td>
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<th>Permanent Residence Process with Labor Certification: Faculty</th>
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<td>Special Handling labor certification</td>
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<td>(If position must be readvertised)</td>
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<tr>
<td>Additional fee if audited</td>
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<tr>
<td>Additional fee if audited</td>
<td>$500-1500.00</td>
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<tr>
<td>Additional fee if subject to supervised recruitment</td>
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<tr>
<td>Immigrant petition</td>
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<th>Permanent Residence Process: Outstanding Professors and Researchers</th>
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<tbody>
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<td>Immigrant petition</td>
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<tr>
<th>Permanent Residence Process: National Interest Waiver</th>
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<tbody>
<tr>
<td>Immigrant petition</td>
<td>$6000.00</td>
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MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 20, 2019

Adjustment of Status (any Employment-Based Permanent Residence Matter)
Adjustment of status and related applications
(I-765, I-131, etc.), principal $2000.00
Standalone AOS and related applications, principal $2500.00
Adjustment of status and related applications, spouse, if together with
principal application and I 140 $1000.00
Adjustment of status of each child, concurrent with I 140 $750.00
“Standalone” adjustment of status, spouse (not concurrent with I 140) $1500.00
“Standalone” adjustment of status, child $1000.00

Employment Authorization and Advance Parole Renewal
Employment Authorization Renewal per individual $500.00
Advance Parole Renewal per individual $500.00

49. UMMC – Approved the request to enter into a contract with Baker, Donelson, Bearman, Caldwell and Berkowitz, PC as outside counsel for the provision of legal services and advice on environmental related issues. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate is $260 per hour with a maximum amount payable under this contract of $225,000. Baker Donelson carries professional liability insurance coverage in the amount of $60,000,000 per claim with an annual aggregate of $120,000,000. The Attorney General has approved this request.

50. UMMC – Approved the request to enter into a contract with Bradley Arant Boult Cummings, LLP as outside counsel for the provision of legal services and advice on healthcare regulatory and compliance matters, healthcare administrative hearings, and general healthcare related matters. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate is $295 per hour with a maximum amount payable under this contract of $100,000. Bradley Arant carries professional liability insurance coverage in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. The Attorney General has approved this request.

51. UMMC – Approved the request to enter into a contract with Butler Snow LLP as outside counsel for the provision of legal services and advice on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues, and commercial and general matters. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate will be $295 per hour with a maximum amount payable under this contract term of $1,600,000. Butler Snow carries professional liability insurance coverage in the amount of $20,000,000 per claim with an annual aggregate of $40,000,000. The Attorney General has approved this request.

52. UMMC – Approved the request to enter into a contract with Gore, Kilpatrick and Dambrino as outside counsel for the provision of guidance to UMMC personnel during hearings, depositions and meetings in the Grenada, Mississippi area. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate is $135 per hour with a maximum amount payable under this contract of $30,000. Gore Kilpatrick carries professional liability insurance coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000. The Attorney General has approved this request.
53. **UMMC** – Approved the request to enter into a contract with Hogan Lovells US LLP as outside counsel to advise on matters related to healthcare transactions, tax, antitrust, and regulatory matters related to academic medical center strategy and business issues. The term of the contract will be July 1, 2019 through June 30, 2022. Cliff Stromberg, Jeff Schneider and Michael Snow are the primary attorneys to provide services under this contract with rates that range from $590 to $920 per hour for the period July 1, 2019 – June 30, 2020, $610 to $950 per hour for the period July 1, 2020 through June 30, 2021, and $625 to $975 for the period July 1, 2021 through June 30, 2022. The maximum amount payable under this contract term of is $750,000. The firm carries professional liability insurance coverage in the amount of £20,000,000 per claim with an annual aggregate of £60,000,000. The Attorney General has approved this request.

54. **UMMC** – Approved the request to enter into a contract with Jones Walker LLP as outside counsel to advise UMMC and the Medical Center Education Building Corporation (EBC) on legal issues concerning bond financing and compliance with IRS regulations regarding tax-exempt bonds, and other related matters. The term of the contract will be July 1, 2019 through June 30, 2020. The rate will be $225 per hour with a maximum amount payable under this contract term of $75,000. Jones Walker carries professional liability insurance coverage in the amount to $50,000,000 per claim with an annual aggregate of $100,000,000. The Attorney General has approved this request.

55. **UMMC** – Approved the request to enter into a contract with Stites and Harbison, PLLC as outside counsel to perform services necessary for obtaining patents for designs, processes, products and other patentable materials, as well as assist and advise on copyright and tech transfer matters, including license agreements and assignments. The term of the contract will be July 1, 2019 through June 30, 2020. The hourly rates will range from $200 for associates to $250 to $360 for principle attorneys with a maximum amount payable under the contract of $300,000. Stites and Harbison carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate of $60,000,000. The Attorney General has approved this request.

56. **UMMC** – Approved the request to enter into a contract with Walker & Ungo, LLC as outside counsel to provide services as needed in preparing J-1 waiver applications and employment-based petitions on behalf of UMMC for its incoming and current employees, as well as providing other related services. The term of the contract will be July 1, 2019 through June 30, 2020. The rates are set out in the Schedule of Fees below. The maximum amount payable under the contract is $300,000. Walker & Ungo carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. The Attorney General has approved this request.

<table>
<thead>
<tr>
<th>Labor Certification Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERM</td>
</tr>
<tr>
<td>J-1 Waiver</td>
</tr>
<tr>
<td>J-1 Waiver Transfer</td>
</tr>
<tr>
<td>O-1 petition</td>
</tr>
<tr>
<td>Initial Fee (PERM)</td>
</tr>
<tr>
<td>Initial Fee (PERM Special Handling)</td>
</tr>
<tr>
<td>I-140:</td>
</tr>
<tr>
<td>I-485:</td>
</tr>
</tbody>
</table>
Family members: $500 per family member

57. UMMC – Approved the request to enter into a contract with Waller, Lansden, Dortch and Davis as outside counsel to advise on healthcare regulatory and compliance matters, healthcare administrative hearings, and general healthcare related matters. The term of the contract will be June 1, 2019 through June 30, 2020. The rate will be $295 per hour with a maximum amount payable under this contract term of $50,000. Waller Lansden carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. The Attorney General has approved this request.

58. UMMC – Approved the request to enter into a contract with Ware Immigration as outside counsel to provide services as needed in preparing J-1 waiver applications and employment-based petitions on behalf of the university for its incoming and current staff, as well as providing other related services. The term of the contract will July 1, 2019 through June 30, 2020. The rates are set out in the schedule of fees below. The maximum amount payable under the contract is $100,000. Ware Immigration carries professional liability insurance coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000. The Attorney General has approved this request.

Schedule of Legal Fees for Academia

<table>
<thead>
<tr>
<th>Nonimmigrant Petitions and Processes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>O-1 petition</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>O-1 extension or amendment petition (we handled original)</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>J-1 waiver (IGA or Conrad)</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

| Permanent Residence Process with Labor Certification: Faculty |                  |
| Special Handling labor certification                          | $2,000.00        |
| (If position must be re-advertised)                           | $2,500.00        |
| Additional fee if audited                                     | $500-1,500.00    |
| Immigrant petition                                            | $2,500.00        |

| Permanent Residence Process with Labor Certification: Non-Faculty |                  |
| Labor certification                                            | $4,000.00        |
| Additional fee if audited                                      | $500-1,500.00    |
| Additional fee if subject to supervised recruitment            | $2,500.00        |
| Immigrant petition                                            | $2,500.00        |

| Permanent Residence Process: Outstanding Professors and Researchers |                  |
| Immigrant petition                                              | $6,000.00        |

| Permanent Residence Process: National Interest Waiver         |                  |
| Immigrant petition                                            | $6,000.00        |

| Adjustment of Status (any Employment-Based Permanent Residence Matter) |                  |
| Adjustment of status and related applications (I-765, I-131, etc.), principal | $2,000.00        |
| Standalone AOS and related applications, principal              | $2,500.00        |
| Adjustment of status and related applications, spouse, if together with principal application and I 140 | $1,000.00        |
| Adjustment of status of each child, concurrent with I 140      | $750.00          |
| “Standalone” adjustment of status, spouse (not concurrent with I 140) | $1,500.00        |
| “Standalone” adjustment of status, child                       | $1,000.00        |
General Legal Advice and Unusual Matters Which Fall Outside This Fee Schedule

Such matters will be billed at our hourly rates:

- David Ware: $350.00
- WI Partners: $250.00
- Associate Attorneys: $175.00
- Paralegals: $100.00

59. **UMMC** – Approved the request to enter into a contract with Watkins and Eager, PLLC, to review relevant documents and other activities deemed necessary for preparation of title opinions and related documents for real estate matters regarding donated pieces of property, purchase and sale of properties and agreements for joint ventures with other entities, negotiation and closing of financial transactions. Additionally, Watkins and Eager will assist and advise on employment issues including but not limited to employment related litigation at the request of UMMC. Further, Watkins and Eager will provide strategic and operational services and support for institutional leadership, as well as build and sustain highly effective working relationships with internal and external constituents. The term of the contract is July 1, 2019 through June 30, 2020. The hourly rate is $240 with a maximum amount payable under this contact of $1,500,000. Watkins and Eager carries professional liability insurance coverage in the amount of $20,000,000 per claim with an annual aggregate of $20,000,000. The Attorney General has approved this request.

60. **UMMC** – Approved the request to enter into a contract with the Whitfield Law Group, PLLC, to provide legal services related to personnel matters. The term of the contract is July 1, 2019 through June 30, 2020. The hourly rate is $165 with a maximum amount payable under this contact term of $600,000. Whitfield Law Group carries professional liability insurance coverage in the amount of $500,000 per claim with an annual aggregate of $500,000. The Attorney General has approved this request.

61. **UMMC** – Approved the request to enter into a contract with Workman Nydegger as outside counsel to perform services necessary for obtaining patents for designs, processes, products, and other patentable materials developed in connection with UMMC, as well as assisting in commercialization activities including license agreements, assignments, tech transfer matters, opinion letters, and spin-off company formation and advising on copyright and trademark issues. The term of the contract will be July 1, 2019 through June 30, 2020. The fees vary as set out in the following Fee Schedule. The maximum amount payable under the contract is $150,000. The Attorney General has approved this request.

**Schedule of Selected Discounted Fees for UMMC**

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provisional Mechanical Patent Application (Specification Only)</td>
<td>$3000-$4000</td>
</tr>
<tr>
<td>Provisional Mechanical Patent Applications (Claims Based)</td>
<td>$5000-$7000</td>
</tr>
<tr>
<td>Provisional Software Patent Application (Specification Only)</td>
<td>$3000-$4000</td>
</tr>
<tr>
<td>Provisional Software Patent Applications (Claims Based)</td>
<td>$5000-$7000</td>
</tr>
<tr>
<td>Provisional Chemical Patent Applications (Specification Only)</td>
<td>$3500-$4500</td>
</tr>
<tr>
<td>Provisional Chemical Patent Applications (Claims Based)</td>
<td>$5500-$7500</td>
</tr>
<tr>
<td>Conversion of Provisional Application to Utility</td>
<td>$2000-$8000</td>
</tr>
<tr>
<td>Utility Patent Application (Mechanical)</td>
<td>$7500</td>
</tr>
<tr>
<td>Utility Patent Application (Software)</td>
<td>$8000</td>
</tr>
<tr>
<td>Utility Patent Application (Chemical, Biotech)</td>
<td>$8500</td>
</tr>
<tr>
<td>Response to Office Action (No Interview)</td>
<td>$2500</td>
</tr>
</tbody>
</table>
62. USM – Approved the request to enter into a contract with Bryan, Nelson, Schroeder, Castiglione & Banahan, P.A., as outside counsel to perform services as necessary and render legal advice and recommendations in the practice areas of admiralty and maritime law, including but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The scope of services would also include advice and assistance with contracts, leases and other commercial agreements, general legal advice, commercial and regulatory matters, as well as litigation related to any of the activities described herein. The request includes the use of any and all attorneys
employed by the firm, at the discretion of the firm, whose expertise and experience are required to assist in the representation of the University pursuant to the agreement. The hourly rate to be charged by attorneys will be $195 for attorneys and $90 for paralegal services. The term of the contract will be for a two-year period beginning July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed $50,000.00 during the period between July 1, 2019 and June 30, 2020, and $50,000.00 during the period between July 1, 2020 and June 30, 2021, for a total amount of $100,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $3,000,000 with an annual aggregate of $3,000,000. The Attorney General has approved this request.

63. USM – Approved the request to enter into a contract with Butler Snow LLP, as outside counsel to perform services as necessary in the practice areas of taxation, intellectual property and commercial matters, including trademark, copyright and patent matters; commercial and regulatory matters; litigation, including but not limited to disputes relating to issues with the Federal Emergency Management Agency (FEMA); human resource matters, faculty, student, personnel and employment issues, general administrative matters, general legal advice, and investigations at the request of the University in matters involving various legal issues. The hourly rate will be $295 for all attorneys and $95 for legal assistants with a maximum amount payable under the contract of $50,000. The term of the contract will be July 1, 2019 through June 30, 2020. This firm carries professional liability insurance coverage in the amount of $50,000,000 with an annual aggregate of $100,000,000. The Attorney General has approved this request.

64. USM – Approved the request to renew a contract with Mayo Mallette PLLC, as outside counsel to perform services as necessary and render legal advice in the practice areas of higher education law, employment law, First Amendment matters, academic tenure, student affairs, OFCCP, affiliation agreements, naming agreements and policies, Title IX, NCAA compliance, disability law, and athletics, as well as general legal advice and litigation related to any of the activities described herein. The request includes the use of any and all employed by the firm whose experience and expertise are required to assist in the representation of the University pursuant to the agreement. The hourly rate is $195 for attorneys and $90 for paralegal services. The term of the contract will be for a two-year period beginning July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed $40,000 during the period between July 1, 2019 and June 30, 2020, and $40,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of $80,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $2,000,000 with an annual aggregate of $2,000,000. The Attorney General has approved this request.

65. USM – Approved the request to renew the contract for the firm of Ware│Immigration as outside counsel to provide services as needed in preparing labor certification applications and permanent residence process on behalf of the University for its professors, researchers, and employees who seek permanent residence status and to further provide other related services relating to immigration and naturalization at the University's request. The agreement authorizes the law firm to assign any and all attorneys employed by the law firm who, at the discretion of the law firm, can provide the experience and expertise necessary
to effectively represent the University in all matters set forth in the description of services to be provided. In addition to the fees reflected on the Schedule of Legal Fees, the University may seek general legal advice on immigration matters. For non-scheduled legal fees, attorneys' advice will be billed on an hourly basis. David Ware's hourly rate is $300, and all other attorneys will be billed at the hourly rate of $200. The contract term will be for a two (2) year period beginning on July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed $50,000 during the period between July 1, 2019 and June 30, 2020, and $50,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of $100,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $3,000,000 with an annual aggregate of $3,000,000. This request has been approved by the Attorney General.

**Schedule of Legal Fees for Academia**

<table>
<thead>
<tr>
<th>Nonimmigrant Petitions and Processes</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-16 petition</td>
<td>$1500.00</td>
</tr>
<tr>
<td>H1B extension or amendment petitions</td>
<td>$1000.00</td>
</tr>
<tr>
<td>TN petition or border/consulate processing</td>
<td>$1500.00</td>
</tr>
<tr>
<td>TN extension petition</td>
<td>$1000.00</td>
</tr>
<tr>
<td>E-3 petition or consular processing</td>
<td>$1500.00</td>
</tr>
<tr>
<td>E-3 extension petition</td>
<td>$1000.00</td>
</tr>
<tr>
<td>O-1 petition</td>
<td>$4000.00</td>
</tr>
<tr>
<td>O-1 extension or amendment petition</td>
<td>$1500.00</td>
</tr>
</tbody>
</table>

Change of status or extension of status for dependents (I-539) no additional charge

| J-1 waiver (IGA or hardship)      | $6000.00 |
| J-1 waiver (Conrad)               | $6000.00 |

**Permanent Residence Process with Labor Certification: Faculty**

- $2000.00 "Special Handling: labor certification (must be paid by University*)
  
- $2500.00 if position must be readvertised
- $1000.00 Additional fee if audited
- $2500.00 Immigrant petition
- $1500.00 Adjustment of status and related applications (i-765, 1-131, etc.) by employee
- $750.00 Adjustment of status and related applications each spouse or child.

*U.S. Department of Labor requires employers to pay all costs associated with labor certification, including legal fees and advertising costs; employees may pay other fees.

**Permanent Residence Process with Labor Certifications: Non-Faculty**

- $3000.00 Labor Certification (must be paid by University)
- $1500.00 Additional fee if audited
- $2500.00 Additional fee if subject to supervised recruitment
- $2500.00 Immigrant petition
- $1500.00 Adjustment of status and related applications (i-765, 1-131, etc.) by employee
- $750.00 Adjustment of status related to applications each spouse or child

**Permanent Residence Process: Outstanding Professors and Researchers**

- $7000.00 Immigration petition
- $1500.00 Adjustment of status and related applications by employees
- $750.00 Adjustment of status and related applications each spouse or child

Since labor certification is not required, employees may pay all fees
Permanent Residence Process: National Interest Waiver
$7000.00 Immigrant petition
$1500.00 Adjustment of status and related applications by employee
$750.00 Adjustment of status and related applications each spouse or child

Since labor certification is not required, employees may pay all fees.
In all cases, fees may be paid in monthly installments to be arranged with attorney.

66. USM – Approved the request to enter into a contract with Richard & Thomas as outside counsel to perform real estate services for multiple real estate closings. The closings will be for purchases of property near the Hattiesburg campus. It is expected that each closing will cost the University approximately $1,000. The attorney's average hourly rate, depending on services rendered, is $150. The contract term will be for a two (2) year period beginning on July 1, 2019 and expiring June 30, 2021. The maximum amount payable shall not exceed $2,500 during the period between July 1, 2019 and June 30, 2020, and $2,500 during the period between July 1, 2020 and June 30, 2021, for a total amount of $5,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $1,000,000 with an annual aggregate of $1,000,000. The Attorney General has approved this request.

67. USM – Approved the request to enter into a contract with Wise Carter Child & Caraway, P.A. as outside counsel to perform services as necessary in the practice areas of real estate, commercial matters, contracts, general administrative matters, real estate closings, title opinions, general legal advice, and litigation related to any of the activities described herein. The hourly rate to be charged will be $195 for all attorneys and $90 for paralegal services. The contract term will be two (2) years beginning on July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed $10,000 during the period between July 1, 2019 and June 30, 2020, and $10,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of $20,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $10,000,000 with an annual aggregate of $10,000,000. The Attorney General has approved this request.

68. JSU – Approved a consulting agreement between the university and Worth Thomas of W.T. Consultants, who will provide a full scope of legislative liaison services within the State of Mississippi, with such services designed to achieve the state agency and governmental relations goals of Jackson State University. The requested contract amount is $80,000.00 and will be paid from self-generated funds of the Jackson State University Foundation allocated for JSU Program Support. The Attorney General has approved this request. In accordance with Board Policy 201.0506 Political Activity, Worth Thomas’ client list and proposed agreement are included in the bound June 20, 2019 Board Working File.

69. MSU – Approved the agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university’s pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. Cornerstone will apprise the Commissioner of IHL of its lobbying activities related to MSU and coordinate those activities within system strategies and processes prescribed by the IHL Board. The requested contract amount is $50,000 and will be paid with private funds. The Attorney General has approved this request. In accordance with Board Policy
201.0506 Political Activity, Cornerstone’s client list and proposed agreement are included in the bound *June 20, 2019 Board Working File*.

70. **MUW** – Approved a one-year contract with Corporate Relations Management (CRM) of Canton, Mississippi, to provide in-state lobbying and government relations consulting services. The contractual flat fee is $30,000. The fee will be paid with private funds by the MUW Foundation (self-generated funds). The Attorney General has approved this request. In accordance with Board Policy 201.0506 Political Activity, CRM’s client list and proposed agreement are included in the bound *June 20, 2019 Board Working File*.

71. **USM** – Approved the request to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations and consulting services in Mississippi in the amount of $48,000 annually and reasonable reimbursement of travel expenses funded by self-generated funds. The Attorney General has approved this request. In accordance with Board Policy 201.0506 Political Activity, Capitol Resources’ client list and proposed agreement are included in the bound *June 20, 2019 Board Working File*.

72. **MSU** – Approved the request for Federal Solutions, LLC, to continue to lobby on behalf of the university outside the State of Mississippi in accordance with Board Policy 201.0506 Political Activity.

73. **UM** – Approved the request for BGR Governmental Affairs, LLC, a Washington, D.C. based firm, to continue to assist in managing its federal governmental affairs and to represent its interests before federal executive branch agencies and congressional offices and committees in accordance with Board Policy 201.0506 Political Activity.

74. **USM** – Approved the request to continue the agreement with Cassidy & Associates, Inc., in Washington, DC, to provide federal relations services to obtain federal funding to support the infrastructure and research programs and to provide consultation, advice and assistance with the annual federal appropriations requests in accordance with Board Policy 201.0506 Political Activity.

75. **DSU** – Approved Dr. Rick Munroe as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

76. **JSU** – Approved Jacqueline Anderson-Woods as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

77. **MSU** – Approved Lee Weiskopf as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

78. **MUW** – Approved Karen Clay as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

79. **MVSU** – Approved Dr. Jerryl Briggs as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

80. **MVSU** – Approved La Shon F. Brooks as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

81. **UM** – Approved Perry Sansing as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

82. **UMMC** – Approved Tara Mounger as one of the institution’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

83. **UMMC** – Approved David Estorge as one of the institution’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
84. **USM** – Approved Chad Driskell as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

85. **SYSTEM** – Approved Dr. Alfred Rankins, Jr. as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

86. **SYSTEM** – Approved Kim Gallaspy as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

87. **UMMC** – Approved the request to amend the Affiliation Agreement between UMMC and Friends of Children’s Hospital, Inc. in accordance with Board Policy 301.0806 University Foundation/Affiliated Entity Activities in order to extend the expiration date of the Agreement from August 1, 2019 through January 31, 2020. This extension will allow the IHL Board time to possibly amend Policy 301.0806, which would affect the required provisions in affiliation agreements. A copy of the proposed amendment is included in the bound June 20, 2019 Board Working File.

**PERSONNEL REPORT**

88. **EMPLOYMENT**

**Delta State University**

- Elizabeth Belenchia; **rehired retiree**; Part-Time Instructor, Division of Teacher Education, Leadership, and Research; salary $26,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Gloria Brister; **rehired retiree**; Assistant Professor, Emeritus; salary $40,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Diana Ezell; **rehired retiree**; Adjunct Instructor in Teacher Education; salary $30,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Gerald Finley; **rehired retiree**; Interim Director of Facilities Management; salary $50,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Beverly Johnston; **rehired retiree**; Director, Delta School Leadership Pipeline Project and Adjunct Instructor; salary $80,000 per annum, pro rata; Grant Funds; 12-month contract; effective July 1, 2019
- Maud Kuykendall; **rehired retiree**; Adjunct Instructor in Teacher Education; salary $30,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Kathleen Lott; **rehired retiree**; Part-time Instructor in Teacher Education, Leadership, and Research and Advisor and Coordinator of Educational Administration and Supervision; salary $29,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Dorothy Sykes; **rehired retiree**; Director, Kellogg Grant and Part-time Instructor in Teacher Education, Leadership, and Research; salary $35,000 per annum, pro rata; Grant Funds; 12-month contract; effective July 1, 2019
- Kent Wyatt; **rehired retiree**; President Emeritus; salary $59,000 per annum; Fund 10 Funds; 12-month contract; effective July 1, 2019
University of Mississippi Medical Center
Julie Sanford; Professor and Dean of Nursing, School of Nursing; salary of $300,000 per annum, pro rata; E&G Funds, 4-year contract; effective July 29, 2019

89. CHANGE OF STATUS

Mississippi State University
- Gregory A. Bohach; from Vice President; Division of Agriculture, Forestry, and Veterinary Medicine; salary $278,156.00 per annum, pro rata; E&G Funds; 12-month contract; to Professor with tenure; Department of Biochemistry, Molecular Biology, Entomology and Plant Pathology; salary $208,156.00 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019
- David R. Shaw; from Vice President; Research and Economic Development; salary $316,261 per annum, pro rata; E&G Funds; 12-month contract; to Provost and Executive Vice President and Professor with tenure; Academic Affairs; salary $400,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

Mississippi University for Women
Scott Tollison; from Interim Provost and Vice President for Academic Affairs and Professor of Management Information Systems; salary $155,000 per annum, pro rata; E&G Funds; 12-month contract; to Provost and Vice President for Academic Affairs and Professor of Management Information Systems; salary $160,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

University of Southern Mississippi
Eddie Holloway; from Dean of Students; Office of Student Affairs; to Dean of Students Emeritus; Office of Student Affairs; effective June 30, 2019

90. SABBATICAL

University of Mississippi
FROM: 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.)
[Originally approved by IHL Board February 21, 2019]
CORRECTED: Dr. Brady is declining her sabbatical application for August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development

91. TENURE

Jackson State University
- Lisa Beckley-Roberts, promotion to Associate Professor; Department of Music, College of Liberal Arts; effective July 1, 2019
• Helen Crump, promotion to Associate Professor; Department of English, Modern Foreign Languages and, Speech Communications, College of Liberal Arts; effective August 8, 2019
• Alfonzo Haralson, promotion to Associate Professor; Department of Education and Early Childhood Education, College of Education and Human Development; effective August 8, 2019
• Ogungbe V. Ifedayo, promotion to Associate Professor; Department of Chemistry, Physics and, Atmospheric Sciences, College of Science, Engineering, and Technology; effective August 8, 2019
• Jae-Young Ko, Associate Professor, Department of Public Policy and Administration, College of Public Service; effective August 8, 2019
• Jaegoo Lee, promotion to Associate Professor; School of Social Work, College of Public Service; effective August 8, 2019
• Douglas McWilliams, promotion to Associate Professor; Department of Business Administration, College of Business; effective August 8, 2019
• Maricica Pacurar, promotion to Associate Professor; Department of Biology, College of Science, Engineering, and Technology; effective August 8, 2019
• Talya Thomas, promotion to Associate Professor; Department of Urban and Regional Planning, College of Public Service; effective August 8, 2019
• NingNing Wang, promotion to Associate Professor, Department of Mathematics and Statistical Sciences, College of Science, Engineering, and Technology; effective August 8, 2019
• Carmen Wright, promotion to Associate Professor, Department of Mathematics and Statistical Sciences. College of Science, Engineering, and Technology; effective August 8, 2019

ADMINISTRATION/POLICY
92. SYSTEM – Approved the request to close the IHL Executive Office and the public university offices on July 5th in addition to July 4, 2019, in celebration of Independence Day, and in accordance with the Governor’s Proclamation authorizing state offices to be closed on these dates.

ACADEMIC AFFAIRS
Presented by Trustee Alfred McNair, Chair

On motion by Trustee McNair, seconded by Trustee Dye, with Trustees Hooper, Luckey, and Morgan 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 Duff, with Trustee Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #2.
1. **SYSTEM** – Approved new Board Policy 522 Awarding of Academic Credit Earned Through Military Learning and waived the requirement for a second reading as mandated by Board Policy 201.0302 Procedures for Changing Board Policies and Adopting New Policies. *(See Exhibit 1.)*

2. **MSU** – Approved the following new academic unit:

   **CENTERS AND INSTITUTES**
   
   a. Research Institute for Nuclear and Energy Technology. The U.S. Department of Energy, Office of Environmental Management (DOE-EM) has selected MSU as their first-ever University Affiliated Research Center (UARC). UARCs are sole-source university designations by the federal government when it is determined that the university has resources that are deemed vital and strategic long-term resources for the federal government. Each UARC is established to provide broad capacity in a deemed area. MSU’s unique core competency will be to expand its capabilities for evaluating performance and developing qualification requirements for nuclear technologies used in closure of weapons complex sites. The UARC will also be used to designate MSU’s status as a qualified supplier of Nuclear Quality Assured data. The request for the approval is being made at this time because funding is pending upon establishment of the institute.

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**FINANCE AGENDA**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #3. Trustee Gee Ogletree recused himself from voting on items #4 - #9 on the Finance Agenda by leaving the room before there was any discussion or vote regarding the same. After Trustee Ogletree left the room, on motion by Trustee Duff, seconded by Trustee Starr, with Trustees Ogletree and Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #4. On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Ogletree and Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #5. On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Ogletree and Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #6. On motion by Trustee Duff, seconded by Trustee Dye, with Trustees Ogletree and Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #7. On motion by
Trustee Duff, seconded by Trustee Lamar, with Trustee Ogletree absent and not voting and with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #8. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Ogletree absent and not voting and with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #9. Trustee Ogletree returned to the room following the conclusion of the discussion and vote on items #4 - #9.

1. **SYSTEM** – Approved the fiscal year ending 2020 Operating Budgets for the system. Included as supplemental information as required by the *Ayers Settlement Agreement*, Board Policy 704.02 Athletic Budget Approval and Reporting, and Board Policy 703.04 Policy Guidelines Subsection E. are: Fiscal Year 2019-2020 *Ayers* Budgets, Fiscal Year 2019-2020 Athletic Budgets, and Fiscal Year 2019-2020 E&G Scholarships, Fellowships & Tuition Waivers. (*See Composite Exhibit 2.*)

2. **SYSTEM** – Approved the FY 2021 proposed funding priorities as required for the 2021 Legislative Budget Request. (*See Exhibit 3.*)

3. **UMMC** – Approved the request to enter into Amendment Twenty-One (21) to the License and Support Agreement with Epic Systems Corporation (Epic) which will extend the term for an additional five (5) years, including the license and subscription, maintenance, support, and professional Boost services for UMMC’s Electronic Medical Record System (EMR). The Board also approved the request to execute future Service or Implementation Requests on an as-needed basis without requiring prior Board approval so long as the cost of the Service or Implementation Request is less than $250,000, and so long as there is adequate funding. The term of Amendment Twenty-One (21) will begin August 23, 2019 and continue for a term of five (5) years. This amendment will extend the term of the current License and Support Agreement, which remains in effect in perpetuity in regard to the licenses, and extend the current maintenance coverage, Boost resources, and service implementations to August 22, 2024. The estimated cost for Amendment Twenty-One (21) is $35,819,554.89. With the addition of Amendment Twenty-One (21) the total estimated approved cost for the Epic agreement is $105,016,732.99. This agreement will be funded by hospital 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.

4. **MSU** – Approved the request to enter into a contract with Southwest Airlines Co. to transport the MSU Football team on four round trip flights during the 2019 Football season. The Board also approved the request prepay a deposit prior to the flights pursuant to IHL Board Policy 707.03, Approval of Prepayment for Goods and Services. Prepayment is very common and most often required in this industry. The contract shall commence the date the contract is signed by both parties and terminate on the date of the last flight as set forth in the agreement. The total for all charters will be $463,300. The contract will be funded from Athletic Department 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.
5. **MSU** – Approved the request to renew a contract for the Student Health Insurance Plan for the 2019-2020 school year with United Healthcare Insurance Company. This is a group rate student health insurance contract which fully complies with the requirements of The Affordable Care Act. This group insurance plan will allow students who need affordable health insurance coverage to have access to comprehensive coverage at a reasonable cost which is lower than rates available to them on an individual basis. The term of the contract is August 1, 2019 through July 31, 2020. The contract amount varies depending upon the number of students who elect to purchase the insurance. However, a fair estimate based upon last year’s amount is approximately $1,300,000. Students who elect into the plan pay for their coverage. International students are charged for this coverage automatically when their tuition posts to their account. These student funds are paid to Holland Insurance Company, the agent who administers the United Healthcare Insurance Company policy via MSU check. Also, some MSU departments and the Graduate School cover the cost of the student health insurance for Graduate Assistants. GA’s must apply for the policy themselves and then the premium is posted to their student accounts. These funds are also paid to Holland Insurance Company via MSU check. It is up to the student’s department and the Graduate student office to reimburse the student for the cost of their insurance. This is done by posting the credit to the student account. 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 Master Agreement with Abbott Laboratories, Inc. (Abbott) for the lease of two (2) Abbott Architect i2000 analyzers and one (1) Abbott Architect i1000 Analyzer, service for the leased analyzers, and the purchase of related supplies needed for diagnostic testing. The instruments and associated supplies are used by UMMC to test for sepsis and infectious diseases that may be transmitted through blood or blood products. The term of this Agreement is three (3) years and two (2) months, from July 1, 2019, through three (3) years from the date the equipment is installed and operational, which is estimated to be on or about August 31, 2019. The total estimated cost over the three (3) year two (2) month term is $2,948,966.94. This includes a five percent (5%) annual increase in supply costs for potential patient volume growth. A schedule of costs is included in the bound June 20, 2019 Board Working File. The agreement will be funded by hospital 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.

7. **UMMC** – Approved the request to enter into the Second Amendment to the INOtherapy Services Agreement (Agreement) with INO Therapeutics LLC d/b/a Mallinckrodt (Mallinckrodt) for the purchase of INOMAX medical-grade gas and use of INOtherapy systems (collectively, INOtherapy services). The Second Amendment establishes pricing for the third year of the Agreement. INOMAX is a pharmaceutical medical grade gas used to treat neonatal and adult patients for hypoxic respiratory failure associated with pulmonary hypertension, where it improves oxygenation and reduces the need for extracorporeal membrane oxygenation. The term of the Agreement is unchanged with the amendment. The term remains five (5) years from July 1, 2017, through June 30, 2022. The total estimated cost of the Agreement over the five (5) year term remains unchanged
at $19,253,451.20. Pricing for the third year of the Agreement has risen by approximately five percent (5%) over the previous year. UMMC calculated sufficient percentage increases in its original requested cost; thus, no change in the total cost is needed for the current price increase. UMMC shall pay a flat monthly rate for an allotted 28,000 hours per year for INOtherapy services. If UMMC’s use exceeds the annual allotted hours, UMMC shall pay an hourly rate for the INOtherapy services. Each year, Mallinckrodt and UMMC shall meet to discuss fees for the use of INOtherapy for the next contract year. This agreement will be 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 amend its Real Property Lease (lease) with TCP Block 1 North, LLC (TCP) to add a special provision regarding early termination of the lease. Under the agreement, UMMC will 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 term of the agreement remains unchanged at 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 January 1, 2020, and estimated to end December 31, 2024. The total estimated cost of the lease over the sixty (60) month term remains unchanged at $1,407,701.71, including base rent, a pro rata shares 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.

9. UMMC – Approved the request to initiate the process of issuing up to $4,000,000 of Medical Center Educational Building Corporation (MCEBC) Revenue Bonds (the “Bonds”) to finance various improvements to the facilities of UMMC pursuant to Board Policy section 906 Educational Building Corporations. It is anticipated that the approval will be requested at the August 15, 2019 IHL Board meeting for MCEBC to issue bonds to refinance the MCEBC Build America Bonds, Series 2010A, at which meeting final approval will also be requested for issuance of the Bonds. UMMC is also in the process of the refinancing its lease obligations under the Grenada Lake Medical Center lease. The refinancing transactions are anticipated to result in debt service savings of up to $4,000,000. The issuance, sizing and structure of the Bonds will be contingent upon and tied to the successful completion of the refinancing transactions with savings adequate to cover debt service on the Bonds. The underwriters and/banks presented for approval at the August 15, 2019 IHL Board meeting to sell the bonds to refinance the MCEBC Build America Bonds, Series would also be presented for final approval to sell the Bonds in a combined offering. For the new money portion, the Bonds will mature no longer than thirty (30) years, the amortization of the Bonds will be tied to periods of debt service savings resulting from the refinancing transactions. Funding is available from Patient Revenues. The University presented the Financial Advisor’s report for the Board’s review along with the intent, justification, and project professionals. A resolution granting
permission for issuing bonds along with related documents will be submitted for approval at a subsequent meeting.

REAL ESTATE AGENDA
Presented by Trustee Bruce Martin, Chair

Trustee Shane Hooper recused himself from voting on item #1 on the Real Estate Agenda by hanging up the phone before there was any discussion or vote regarding the same. After Trustee Hooper hung up, on motion by Trustee Dye, seconded by Trustee Starr, with Trustee Hooper absent and not voting and with Trustees Luckey and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Real Estate Agenda. Trustee Hooper called back in following the conclusion of the discussion and vote on item #1.

1. UM – Approved the request to appoint McCarty Architects as the design professional for IHL 207-446, Crosby Hall – Exterior Brick Veneer Replacement. The brick exterior has deteriorated and needs to be replaced. This project will involve removal of the existing bricks and total reskinning of the building exterior. The proposed project budget is $8.8 million. Funds are available from Internal R&R Funds ($8,800,000).

LEGAL AGENDA
Presented by Trustee Ann Lamar, Chair

On motion by Trustee Lamar, seconded by Trustee Duff, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to move item #1 to the Executive Session Agenda. On motion by Trustee Lamar, seconded by Trustee Starr, with Trustee Morgan absent and not voting and Trustees Luckey and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #2 as submitted on the Legal Agenda.

1. UM – Settlement of IHL Self-Insured Workers’ Compensation Program Claim No. 55-40327-1. (THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)

2. SYSTEM – Approved for first reading the revisions to Board Policy 301.0806 University Foundation/Affiliated Entity Activities. (See Exhibit 4.)

ADMINISTRATION/POLICY AGENDA
Presented by Commissioner Alfred Rankins, Jr.

On motion by Trustee Starr, seconded by Trustee Cunningham, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Administration/Policy Agenda. On motion by Trustee Dye, seconded by Trustee Duff, with Trustees Hooper, Luckey, and Morgan
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participating by phone, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Dye, seconded by Trustee Duff, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #3.

1. **MSU** – Approved the proposed revisions to the mission statement, as follows:

   **Mission Statement**

   Mississippi State University is a public research, land-grant university whose mission is to provide access and opportunity to students from all sectors of the state’s diverse population, as well as from other states and countries, and to offer excellent programs of teaching, research, and service.

   Enhancing its historic strengths in agriculture, natural resources, engineering, mathematics, and natural and physical sciences, Mississippi State University offers a comprehensive range of undergraduate, graduate, and professional programs; these include architecture, the fine arts, business, education, the humanities, the social and behavioral sciences, and veterinary medicine across many disciplines.

   The university embraces its role as a major contributor to the economic development of the state and beyond through targeted research and the transfer of ideas and technology to the public, supported by faculty, staff, student, and alumni relationships with industry, community organizations, and government entities.

   Building on its land-grant tradition, Mississippi State University strategically extends its resources and expertise throughout the entire state for the benefit of Mississippi’s citizens, the nation, and the world by offering access for working and place-bound adult learners through its Meridian Campus, Extension, and distance-learning on- and off-campus education and research sites, Extension, and distance education programs.

   Mississippi State is committed to its tradition of instilling among its students and alumni community ideals of diversity, citizenship, leadership, and service.

2. **SYSTEM** – Approved the employment of Buffkin / Baker as the search consultant to assist with the University of Mississippi Institutional Executive Officer search.

3. **SYSTEM** – Approved the minimum qualifications for the University of Mississippi Institutional Executive Officer Search candidates in accordance with Board Policy 201.0509 Institutional Executive Officer/Commissioner of Higher Education Search Process, subsection B Board Search Committee. (See Exhibit 5.)

**INFORMATION AGENDA**
Presented by Commissioner Alfred Rankins, Jr.

**FINANCE**

1. **IHL EXECUTIVE OFFICE** – Mississippi Department of Information Technology Services (MS-ITS) is acting as contracting agent for the Mississippi Institutions of Higher Learning (IHL) and is entering into an amendment with Ellucian Company, L.P. This amendment is for an additional five years of Bronze Level maintenance services for the Banner software not to exceed an additional $222,967.52. The total estimated contract cost with this amendment is $576,678.52.
REAL ESTATE
2. SYSTEM – The Board received the Real Estate items that were approved by the Board staff subsequent to the May 16, 2019 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 6.)

LEGAL
3. SYSTEM – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 7.)

ADMINISTRATION/POLICY
4. SYSTEM – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
   a. ASU – On May 21, 2019, Commissioner Alfred Rankins, Jr., approved the Elevated Water Storage Tank Space Lease between Alcorn State University and Cellco Partnership d/b/a Verizon Wireless (hereinafter “Verizon”) for the five-year lease of space on ASU’s elevated water storage tank located on the campus of ASU for placement and operation of a wireless communications antenna system described in Schedule A attached to the agreement. Verizon will pay to the University a monthly lease payment of $1,367.30 for the term of the five-year lease beginning on the first day of the month following the approval and execution of the agreement, for a total of $82,038. 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. ASU – On May 23, 2019, Commissioner Alfred Rankins, Jr., approved the Amended and Restated Lease Agreement between Alcorn State University and Mrs. Dorothy Addkison for approximately 151 acres of property in Kemper and Winston counties for use by the ASU Cooperative Extension Program to operate an Agriculture Incubator. The original lease term of 99 years is being amended to twelve years, with a termination date of December 31, 2023. The annual rent will remain $8,000 per year for a total cost of $96,000. Pursuant to the “Amount of Rent and Time of Payment” portion of the agreement, the rent payments are to be prepaid annually on or before the 30th of each January, except for the current year’s payment, which was not paid in January and is now due on or before June 30th. 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 with Policy 707.03 Approval for Prepayment for Goods or Services.
   c. ASU – On May 28, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Alcorn State University and Days Inn of Natchez for short-term, temporary overflow housing for ASU students and authorized visitors from August 18, 2019 through September 8, 2019. The university will utilize 25 rooms for a total cost of $24,200 to be paid in two installments as set out in Section 3 of the Agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
d. **ASU** – 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 May 31, 2019, Commissioner Alfred Rankins, Jr., approved the revisions for the FY 2019 *Ayers* academic programs after conducting a mid-year review of their *Ayers* programs. It appears that these revisions were necessary to align 2019 budgets to individual program needs over the remaining months of the year. Per IHL *Ayers* administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e., self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions involve moving dollars between programs that do fit under the pre-approval by the Executive Office policy section of the guidelines. Any available funds from Image Building & Recruitment, Expansion of Nursing Program, Family Clinic, and Technology Programs will be moved to the Expansion of Teachers Education Program in Vicksburg Program to support the contractual agreement for office space rental on behalf of the Ayers Vicksburg Program. 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. **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 May 9, 2019, Commissioner Alfred Rankins, Jr., approved the revisions for the FY 2019 *Ayers* academic programs after conducting a mid-year review of their *Ayers* programs. It appears that these revisions were necessary to align 2019 budgets to individual program needs over the remaining months of the year. Per IHL *Ayers* administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e., self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. 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.

f. **UM** – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On May 21, 2019, Commissioner Alfred Rankins, Jr. approved the UM Parking and Transportation Rules and Regulations for the 2019-2020 school year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.
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FINANCE COMMITTEE REPORT
Wednesday, June 19, 2019

The meeting was called to order by Chairman Tom Duff at approximately 11:00 a.m. The following items were discussed.

1. The Committee received a presentation on the financial sustainability of Delta State University. **No action was taken.**
2. The Committee received a presentation on the financial sustainability of Jackson State University. **No action was taken.**
3. By consensus, the Committee adjourned at approximately 12:00 p.m.

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

HEALTH AFFAIRS
COMMITTEE REPORT
Wednesday, June 19, 2019

The meeting was called to order by Chairman Walt Starr at approximately 1:00 p.m. The following items were discussed.

1. Chairman Starr outlined the structure for future meetings.
2. The Committee received a brief update on the Children’s Campaign. **No action was taken.**
3. The Committee received a financial update. **No action was taken.**
4. The Committee received a professional academic practice overview. **No action was taken.**
5. By consensus, the Committee adjourned at approximately 2 p.m.

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

ANNOUNCEMENTS

- President Hal Parker announced that the next Board meeting will be August 15, 2019 in Jackson. He noted a correction to the meeting locations—October 17th will be in Jackson and November 21st will be on the Mississippi Valley State University campus.
- Dr. Mark Keenum, President of Mississippi State University, thanked Dr. Judy Bonner, Provost and Executive Vice President at MSU, for her leadership over the past three years. She has served higher education for 30+ years and came out of retirement to serve again.
- Commissioner Alfred Rankins thanked Dr. Donzell Lee, Interim President of Alcorn State University, for serving as the interim president.
EXECUTIVE SESSION

On motion by Trustee Duff, seconded by Trustee Cunningham, with Trustees Hooper, Luckey, and Morgan 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 Lamar, seconded by Trustee McNair, with Trustees Hooper, Luckey, and Morgan 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 a litigation matter at the Jackson State University;
- Discussion of a litigation matter at the University of Mississippi; and
- Discussion of a personnel matter at the University of Mississippi.

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

On motion by Trustee Ogletree, seconded by Trustee Cunningham, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve the settlement of the case styled as Frederick Robinson v. Jackson State University, et al., as recommended by counsel.

On motion by Trustee Dye, seconded by Trustee McNair, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve the settlement of the IHL Self-Insured Workers’ Compensation Claim No. 55-40327-1, styled as Paul Goolsby v. the University of Mississippi, et al., as recommended by counsel.

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

On motion by Trustee Lamar, seconded by Trustee Cunningham, with Trustees Hooper, Luckey, and Morgan 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 Lamar, seconded by Trustee McNair, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to adjourn the meeting.

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President, Board of Trustees of State Institutions of Higher Learning

______________________________
Commissioner, Board of Trustees of State Institutions of Higher Learning
EXHIBITS

Exhibit 1  New Board Policy 522 Awarding of Academic Credit Earned Through Military Learning

Composite Exhibit 2  Fiscal year ending 2020 Operating Budgets for the system.

Exhibit 3  FY 2021 proposed funding priorities for the 2021 Legislative Budget Request

Exhibit 4  Revisions to Board Policy 301.0806 University Foundation/Affiliated Entity Activities

Exhibit 5  Minimum qualifications for the University of Mississippi Institutional Executive Officer Search candidates

Exhibit 6  Real Estate items that were approved by the IHL Board staff subsequent to the May 16, 2019 Board meeting.

Exhibit 7  Report of the payment of legal fees to outside counsel.
522 AWARDING OF ACADEMIC CREDITS EARNED THROUGH MILITARY LEARNING

Each IHL institution shall provide opportunities for an admitted student to be awarded academic credit for military education, training, and experience (hereinafter referred to as “military learning”). The process for awarding of academic credits for military learning must be compliant with the Southern Association of Colleges and Schools Commission on Colleges accreditation standards. Institutions shall follow the recommendation of the academic department and the American Council on Education guidelines for determining academic credit equivalencies; however, the IHL Guidebook for Evaluating Military Learning for Academic Credit (hereinafter referred to as “the IHL Guidebook”) shall be used to conduct prior-learning assessments via programs of instruction and occupational faculty panel reviews.

The IHL Guidebook provides guidance for creating appropriate faculty expert panels and templates for conducting evaluations. For military learning that has not been evaluated using the IHL Guidebook, an IHL institution may choose to follow the processes established in the IHL Guidebook to conduct an evaluation. Alternatively, the IHL institution may award academic credit for military learning through prior learning assessment processes developed at the institutional level, evaluation of joint services transcripts, administration of challenge exams, administration of standardized exams, and evaluation of portfolio assessments. All aforementioned evaluation processes require institutional approval before credits will be accepted at the system level. Academic credits earned for military learning may count as lower-division or upper-division credit. These credits shall not count toward the 25 percent residency requirement for the degree-awarding institution. An IHL institution may award up to 90 hours of academic credit for military learning at the undergraduate level.

Academic credit for military learning once recorded at an IHL institution or as prescribed in the IHL/MCCB Statewide Articulation Agreement, is transferable on the same basis as if the credit had been earned through regular study at the institution that awarded the credit. Evaluation of military learning for academic credit will occur at the time the student is admitted and enrolls at an IHL institution and will be recorded on the student’s transcript at that time to allow for informed advisement.

Academic credits that have been evaluated and marked as equivalents for a specific military occupation classification will be made available by each IHL institution to the IHL system office in order to maintain a website that will inform prospective students prior to admission. The processes for evaluating military learning are documented in the IHL Guidebook which is given to university personnel and maintained by the IHL system office.
## Total Operating Budget
### FY 2020

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<th>Appropriation</th>
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<th>Percent Appropriation</th>
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<td><strong>Ayers</strong></td>
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<tr>
<td><strong>Auxiliary</strong></td>
<td>-</td>
<td>430,409,508</td>
<td>430,409,508</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Non-E&amp;G Capital Funds</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td>$710,365,423</td>
<td>$3,870,985,383</td>
<td>$4,581,350,806</td>
<td>15.5%</td>
</tr>
</tbody>
</table>

June 20, 2019

Finance Agenda
## Total Operating Budget
### Original FY 2019 Compared to FY 2020

<table>
<thead>
<tr>
<th>Budget</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Dollar Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education &amp; General</td>
<td>$1,210,469,230</td>
<td>$1,243,487,620</td>
<td>$33,018,390</td>
<td>2.73%</td>
</tr>
<tr>
<td>Capital Funds</td>
<td>-</td>
<td>14,500,000</td>
<td>14,500,000</td>
<td>100.00%</td>
</tr>
<tr>
<td>Total E&amp;G</td>
<td>1,210,469,230</td>
<td>1,257,987,620</td>
<td>47,518,390</td>
<td>3.93%</td>
</tr>
<tr>
<td>UMMC</td>
<td>1,701,567,322</td>
<td>1,715,951,580</td>
<td>14,384,258</td>
<td>0.85%</td>
</tr>
<tr>
<td>Agricultural</td>
<td>128,086,951</td>
<td>131,611,872</td>
<td>3,524,921</td>
<td>2.75%</td>
</tr>
<tr>
<td>Student Financial Aid</td>
<td>42,270,874</td>
<td>43,057,546</td>
<td>786,672</td>
<td>1.86%</td>
</tr>
<tr>
<td>Subsidiary</td>
<td>68,435,646</td>
<td>66,969,333</td>
<td>(1,466,313)</td>
<td>-2.14%</td>
</tr>
<tr>
<td>Restricted</td>
<td>935,085,873</td>
<td>925,698,527</td>
<td>(9,387,346)</td>
<td>-1.00%</td>
</tr>
<tr>
<td>Ayers</td>
<td>14,269,755</td>
<td>9,664,820</td>
<td>(4,604,935)</td>
<td>-32.27%</td>
</tr>
<tr>
<td>Auxiliary</td>
<td>426,736,647</td>
<td>430,409,508</td>
<td>3,672,861</td>
<td>0.86%</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$4,526,922,298</strong></td>
<td><strong>$4,581,350,806</strong></td>
<td><strong>$54,428,508</strong></td>
<td><strong>1.20%</strong></td>
</tr>
</tbody>
</table>
## COMPOSITE EXHIBIT 2

**Education & General**  
**Operating Budget (Excludes Ayers Funds)**  
**FY 2019 and FY 2020**

<table>
<thead>
<tr>
<th>Institution</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU</td>
<td>$46,748,705</td>
<td>$47,855,649</td>
<td>$1,106,944</td>
<td>2.37%</td>
</tr>
<tr>
<td>DSU</td>
<td>47,571,149</td>
<td>48,661,686</td>
<td>1,090,537</td>
<td>2.29%</td>
</tr>
<tr>
<td>JSU</td>
<td>100,728,751</td>
<td>93,651,606</td>
<td><em>(7,077,145)</em></td>
<td>-7.03%</td>
</tr>
<tr>
<td>MSU</td>
<td>363,711,375</td>
<td>380,786,327</td>
<td>17,074,952</td>
<td>4.69%</td>
</tr>
<tr>
<td>MUW</td>
<td>36,707,377</td>
<td>38,712,784</td>
<td>2,005,407</td>
<td>5.46%</td>
</tr>
<tr>
<td>MVSU</td>
<td>31,675,157</td>
<td>31,732,340</td>
<td>57,183</td>
<td>0.18%</td>
</tr>
<tr>
<td>UM</td>
<td>384,170,788</td>
<td>396,389,583</td>
<td>12,218,795</td>
<td>3.18%</td>
</tr>
<tr>
<td>USM</td>
<td>197,118,928</td>
<td>205,460,645</td>
<td>8,341,717</td>
<td>4.23%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,208,432,230</strong></td>
<td><strong>$1,243,250,620</strong></td>
<td><strong>$34,818,390</strong></td>
<td><strong>2.88%</strong></td>
</tr>
</tbody>
</table>

June 20, 2019  
Finance Agenda
## Education and General Functional Budget

### Change in FY 2019 Original Budget to FY 2020

<table>
<thead>
<tr>
<th>Functional Area</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Dollar Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>$491,010,336</td>
<td>$506,638,507</td>
<td>$15,628,171</td>
<td>3.18%</td>
</tr>
<tr>
<td>Research</td>
<td>34,832,690</td>
<td>37,390,030</td>
<td>2,557,340</td>
<td>7.34%</td>
</tr>
<tr>
<td>Public Service</td>
<td>5,131,335</td>
<td>5,533,068</td>
<td>401,733</td>
<td>7.83%</td>
</tr>
<tr>
<td>Academic Support</td>
<td>118,026,376</td>
<td>120,545,797</td>
<td>2,519,421</td>
<td>2.13%</td>
</tr>
<tr>
<td>Student Services</td>
<td>70,834,230</td>
<td>74,816,453</td>
<td>3,982,223</td>
<td>5.62%</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>133,975,630</td>
<td>133,415,800</td>
<td>(559,830)</td>
<td>-0.42%</td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>121,734,508</td>
<td>123,802,743</td>
<td>2,068,235</td>
<td>1.70%</td>
</tr>
<tr>
<td>Scholarships</td>
<td>228,621,994</td>
<td>237,171,778</td>
<td>8,549,784</td>
<td>3.74%</td>
</tr>
<tr>
<td>Transfers</td>
<td>4,265,131</td>
<td>3,936,444</td>
<td>(328,687)</td>
<td>-7.71%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,208,432,230</strong></td>
<td><strong>$1,243,250,620</strong></td>
<td><strong>$34,818,390</strong></td>
<td><strong>2.88%</strong></td>
</tr>
</tbody>
</table>

June 20, 2019

Finance Agenda
<table>
<thead>
<tr>
<th>Category</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Dollar Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$774,824,502</td>
<td>$808,297,353</td>
<td>$33,472,851</td>
<td>4.32%</td>
</tr>
<tr>
<td>Travel</td>
<td>8,438,425</td>
<td>8,818,899</td>
<td>380,474</td>
<td>4.51%</td>
</tr>
<tr>
<td>Contractual</td>
<td>372,646,901</td>
<td>375,160,474</td>
<td>2,513,573</td>
<td>0.67%</td>
</tr>
<tr>
<td>Commodities</td>
<td>18,653,434</td>
<td>17,870,402</td>
<td>(783,032)</td>
<td>-4.20%</td>
</tr>
<tr>
<td>Capital</td>
<td>15,351,453</td>
<td>15,133,016</td>
<td>(218,437)</td>
<td>-1.42%</td>
</tr>
<tr>
<td>Other</td>
<td>18,517,515</td>
<td>17,970,476</td>
<td>(547,039)</td>
<td>-2.95%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,208,432,230</td>
<td>$1,243,250,620</td>
<td>$34,818,390</td>
<td>2.88%</td>
</tr>
</tbody>
</table>
### University of Mississippi Medical Center
### Operating Budget
### FY 2019 Compared to FY 2020

<table>
<thead>
<tr>
<th>Budget</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Dollar Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>School of Dentistry</td>
<td>$16,864,391</td>
<td>$18,885,847</td>
<td>$2,021,456</td>
<td>11.99%</td>
</tr>
<tr>
<td>School of Health Related Professions</td>
<td>8,663,523</td>
<td>9,142,261</td>
<td>478,738</td>
<td>5.53%</td>
</tr>
<tr>
<td>School of Medicine</td>
<td>162,154,471</td>
<td>159,489,276</td>
<td>-2,665,195</td>
<td>-1.64%</td>
</tr>
<tr>
<td>School of Population Health</td>
<td>4,673,612</td>
<td>5,156,455</td>
<td>482,843</td>
<td>10.33%</td>
</tr>
<tr>
<td>School of Nursing</td>
<td>11,985,294</td>
<td>12,045,153</td>
<td>59,859</td>
<td>0.50%</td>
</tr>
<tr>
<td>Service Area</td>
<td>228,367,249</td>
<td>199,565,633</td>
<td>-28,801,616</td>
<td>-12.61%</td>
</tr>
<tr>
<td>University Hospital</td>
<td>1,268,858,782</td>
<td>1,311,666,955</td>
<td>42,808,173</td>
<td>3.37%</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$1,701,567,322</strong></td>
<td><strong>$1,715,951,580</strong></td>
<td><strong>$14,384,258</strong></td>
<td><strong>0.85%</strong></td>
</tr>
</tbody>
</table>

Note: Auxiliary budget and restricted budget aggregated in the system presentation.

June 20, 2019

Finance Agenda
<table>
<thead>
<tr>
<th>Budget</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Change</th>
<th>Percent Change</th>
<th>Percent Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban Research Center</td>
<td>$448,976</td>
<td>$457,826</td>
<td>$8,850</td>
<td>1.97%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Center for Advanced Vehicular Systems</td>
<td>4,430,484</td>
<td>4,476,980</td>
<td>46,496</td>
<td>1.05%</td>
<td>100.00%</td>
</tr>
<tr>
<td>State Chemical Laboratory</td>
<td>2,160,361</td>
<td>2,200,634</td>
<td>40,273</td>
<td>1.86%</td>
<td>74.00%</td>
</tr>
<tr>
<td>Water Resources Research Institute</td>
<td>357,031</td>
<td>357,031</td>
<td>-</td>
<td>0.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Stennis Institute</td>
<td>751,919</td>
<td>759,856</td>
<td>7,937</td>
<td>1.06%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Alcohol Safety Education Program (Special Funds)</td>
<td>1,784,244</td>
<td>1,797,438</td>
<td>13,194</td>
<td>0.74%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Law Research Institute</td>
<td>779,740</td>
<td>814,188</td>
<td>34,448</td>
<td>4.42%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Mineral Resources Institute</td>
<td>337,191</td>
<td>342,520</td>
<td>5,329</td>
<td>1.58%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Research Institute of Pharmaceutical Sciences</td>
<td>3,164,616</td>
<td>3,333,813</td>
<td>169,197</td>
<td>5.35%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Supercomputer</td>
<td>631,890</td>
<td>636,986</td>
<td>5,096</td>
<td>0.81%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Small Business Center</td>
<td>288,964</td>
<td>300,102</td>
<td>11,138</td>
<td>3.85%</td>
<td>85.83%</td>
</tr>
<tr>
<td>Center for Manufacturing Excellence</td>
<td>2,709,149</td>
<td>2,736,784</td>
<td>27,635</td>
<td>1.02%</td>
<td>100.00%</td>
</tr>
<tr>
<td>State Court Education Program (Special Funds)</td>
<td>1,621,680</td>
<td>1,725,680</td>
<td>104,000</td>
<td>6.41%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Mississippi Polymer Institute</td>
<td>588,087</td>
<td>608,227</td>
<td>20,140</td>
<td>3.42%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Gulf Coast Research Laboratory</td>
<td>9,884,281</td>
<td>9,959,034</td>
<td>74,753</td>
<td>0.76%</td>
<td>81.28%</td>
</tr>
<tr>
<td>Stennis Center</td>
<td>311,762</td>
<td>347,779</td>
<td>36,017</td>
<td>11.55%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Executive Office</td>
<td>28,332,529</td>
<td>28,711,542</td>
<td>379,013</td>
<td>1.34%</td>
<td>25.67%</td>
</tr>
<tr>
<td>Student Financial Aid</td>
<td>42,270,874</td>
<td>43,057,546</td>
<td>786,672</td>
<td>1.86%</td>
<td>96.90%</td>
</tr>
<tr>
<td>University Press</td>
<td>2,850,362</td>
<td>2,850,362</td>
<td>-</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$103,704,140</strong></td>
<td><strong>$105,474,328</strong></td>
<td><strong>$1,770,188</strong></td>
<td><strong>1.71%</strong></td>
<td><strong>73.74%</strong></td>
</tr>
</tbody>
</table>
## Auxiliary Unit Operating Budgets

### FY 2020

**Compared to FY 2019 Original**

<table>
<thead>
<tr>
<th>Institution</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcorn State University</td>
<td>$15,573,948</td>
<td>$16,160,426</td>
<td>$586,478</td>
<td>3.77%</td>
</tr>
<tr>
<td>Delta State University</td>
<td>10,354,390</td>
<td>10,520,028</td>
<td>165,638</td>
<td>1.60%</td>
</tr>
<tr>
<td>Jackson State University</td>
<td>36,671,855</td>
<td>38,323,726</td>
<td>1,651,871</td>
<td>4.50%</td>
</tr>
<tr>
<td>Mississippi State University</td>
<td>118,420,755</td>
<td>123,434,696</td>
<td>5,013,941</td>
<td>4.23%</td>
</tr>
<tr>
<td>Mississippi University for Women</td>
<td>5,450,048</td>
<td>5,571,484</td>
<td>121,436</td>
<td>2.23%</td>
</tr>
<tr>
<td>Mississippi Valley State University</td>
<td>9,500,000</td>
<td>9,500,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>University of Mississippi</td>
<td>158,386,597</td>
<td>152,929,788</td>
<td>(5,456,809)</td>
<td>-3.45%</td>
</tr>
<tr>
<td>University of Southern Mississippi</td>
<td>68,327,630</td>
<td>69,402,782</td>
<td>1,075,152</td>
<td>1.57%</td>
</tr>
<tr>
<td>UMMC</td>
<td>4,051,424</td>
<td>4,566,578</td>
<td>515,154</td>
<td>12.72%</td>
</tr>
<tr>
<td><strong>Total Auxiliaries</strong></td>
<td><strong>$426,736,647</strong></td>
<td><strong>$430,409,508</strong></td>
<td><strong>$3,672,861</strong></td>
<td><strong>0.86%</strong></td>
</tr>
</tbody>
</table>

June 20, 2019

Finance Agenda
## Budget Request Summary
### FY 2020 Compared to FY 2021 Original

<table>
<thead>
<tr>
<th>Budget</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>Difference</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus Budgets</td>
<td>$354,745,806</td>
<td>$376,976,643</td>
<td>$22,230,837</td>
<td>6.27%</td>
</tr>
<tr>
<td>Capital Appropriations</td>
<td>14,500,000</td>
<td>14,500,000</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Total E&amp;G Appropriations</td>
<td>369,245,806</td>
<td>391,476,643</td>
<td>22,230,837</td>
<td>6.02%</td>
</tr>
<tr>
<td>Subsidiaries</td>
<td>34,540,509</td>
<td>35,476,855</td>
<td>936,346</td>
<td>2.71%</td>
</tr>
<tr>
<td>Agricultural Units</td>
<td>84,015,891</td>
<td>86,741,388</td>
<td>2,725,497</td>
<td>3.24%</td>
</tr>
<tr>
<td>UMMC (a)</td>
<td>172,873,959</td>
<td>182,873,959</td>
<td>10,000,000</td>
<td>5.78%</td>
</tr>
<tr>
<td>UMMC Capital</td>
<td>-</td>
<td>30,000,000</td>
<td>30,000,000</td>
<td>100.00%</td>
</tr>
<tr>
<td>Ayers</td>
<td>6,733,000</td>
<td>6,733,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Student Financial Aid (Pending)(b)</td>
<td>41,721,546</td>
<td>41,721,546</td>
<td>-</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Grand Total
<table>
<thead>
<tr>
<th>Budget</th>
<th>709,130,711</th>
<th>775,023,391</th>
<th>$65,892,680</th>
<th>9.29%</th>
</tr>
</thead>
<tbody>
<tr>
<td>IHL Budgets</td>
<td>667,409,165</td>
<td>733,301,845</td>
<td>65,892,680</td>
<td>9.87%</td>
</tr>
</tbody>
</table>

(a) UMMC’s operating request is to cover resident education.
(b) This appropriation request is approved by the Postsecondary Board. This Board has not yet acted on an appropriation request for FY 2020.

June 20, 2019

Finance Agenda
A. Purpose of Foundations and Similar University Affiliated Entities:

This policy shall apply to the relationship between Mississippi public universities ("universities") and university development foundations, research foundations, athletics foundations, alumni associations and all other similar entities affiliated with any of the eight state universities (collectively referred to as the "Foundation/ Affiliated Entities” or “Entities”).

The Board of Trustees (hereinafter “Board” or “IHL”) recognizes that such Entities have played and continue to play an important role in providing financial and other support for its institutions. This support has assisted the institutions in achieving a level of excellence not possible through state funding and tuition alone. While the Board of Trustees recognizes and appreciates the contributions made to higher education by such foundations and similar entities, the Board of Trustees reaffirms that the goal of the Entities is not to replace necessary support from the state.

The Board of Trustees also acknowledges that the independent nature of the Entities provides flexibility to state universities in fiscal management and responsiveness.

The primary purpose of the foundations and other entities affiliated with the state universities is to engage in raising and managing funds and/or other activities consistent with the mission and priorities of their respective affiliated institutions, as determined by the Institutional Executive Officer (the "IEO") of each. Each Entity is expected to have a mission statement relevant to this purpose and to adopt policies, plans, and budgets designed to achieve that mission.

The Board fully recognizes the importance to the universities and to the Entities of preserving the confidentiality of information related to donors or potential donors. Providing appropriate confidential treatment for information related to donors who have voluntarily provided funds to support the state universities is in the best interests of this state and its citizens. Thus, it is the policy of the Board that its oversight of the relationship between the foundations and the universities shall be accomplished in a manner that will effectively and appropriately preserve and protect the confidentiality of such information to the fullest extent possible which is consistent with the duty of the universities and the IHL to assure that assets intended to benefit the state universities are appropriately and effectively managed and utilized.
B. Relationship Between Board and Affiliated Entities

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 "Miss Code"), the Board of Trustees has governing authority over the eight state universities. Under such authority, the Board of Trustees has responsibility for ensuring that the public interest is served by any individual or organization that is established to support one of the eight state universities.

The Board recognizes that the Entities are not state agencies. The Entities have their own governing authorities. The Board recognizes that it does not have the power to exercise governing control over the Entities.

While the Board of Trustees does not have the power or authority to exercise governing control over the Entities, the Board has the full authority to establish the terms under which state universities will contract with private organizations. That is particularly necessary with respect to these Entities, since they, or some of them, will solicit and manage funds on behalf of and for the benefit of the state universities, and may use the name, logo, or other insignia identified with the state universities. The Board has the authority to require that any organization that manages funds for any state university, or whose name is associated with a state university under the governance of the Board, must adhere to ethical standards appropriate for such organizations and must properly manage, utilize and account for funds contributed to or for the benefit of the universities.

To ensure the independence of the affiliated Entities, no member or employee of the Board of Trustees of State Institutions of Higher Learning shall hold a voting position on an institutionally affiliated Entity board. The Board of Trustees may allow exceptions to this restriction if needed to comply with NCAA requirements or other proper purposes. Senior administrators of the institution should only participate on the Foundation/ Affiliated Entity's board in an ex-officio capacity.

C. Affiliation Agreements Required

Each university must enter into a formal contractual affiliation agreement (the “Affiliation Agreement”) with its development foundation(s), research foundation(s), athletics foundation(s), alumni association(s) and any other similar university affiliated Entity in a form submitted to and approved by this Board. The Affiliation Agreement shall be reviewed for approval by the Board of Trustees at least every five (5) years, or whenever the Affiliation Agreement is changed (other than changes for non-substantive, conforming or purely administrative matters). Affiliation agreements should be signed by the applicable institutional executive officer and by the affiliated entity’s board chair and chief executive.

Each university shall submit all existing or amended Affiliation Agreements to the Board for approval on or before June 30, 2010, in a form that the university believes will fully comply with the requirements of this policy as amended.
Universities are required to review and update affiliation agreements to comply with any changes to this Policy 301.0806. As stated above, substantive changes to affiliation agreements require IHL Board approval.

In order to appropriately conserve the resources of the universities and the IHL, and to expedite the Board’s review of the proposed Affiliation Agreements within the time period set forth above, the IEO’s of the universities are expected to direct the resources of their university to work in coordination with the other universities in developing and reviewing templates of proposed affiliation agreements to be used by all similar Entities and universities. Counsel for the Board will be directed to assist in that process. The universities are expected to use those templates insofar as practical, given the acknowledged differences between universities and the Entities, as the basis and pattern for preparing the proposed Affiliation Agreements which are required by this Policy.

D. General Requirements of Affiliation Agreements

The Affiliation Agreements for each Entity shall address and comply with the following general requirements and subjects:

1. Outlining the services and benefits the institution and the Entity are to provide to each other and the compensation or other requirements related thereto;
2. Describing the mechanisms by which the institution shall, through its IEO, keep the Entity apprised of the needs and priorities of the institution, and requiring that the Entity, in concert with donor intent or directives, if any, agree to consider and communicate to the university its ability and plans to fund university needs and priorities, as determined by the IEO;
3. Describing whether, and the terms under which, any institutional assets of the institution itself are to be managed by the Entity on behalf of the institution and providing for appropriate rights of inspection and auditing for such funds by the IHL and all appropriate state officials;
4. Delineation of the terms upon which the Entity is authorized to accept gifts, restricted and unrestricted, on behalf of or for the benefit of the institution;
5. Outlining the method under which all gifts, grants, endowments and other assets are accepted and accounted for by the Entity, the methods and procedures to be utilized in determining how the income related to those assets is to be computed and distributed to the universities, and the terms and conditions under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Entity;
5. Requiring that the Entity abides by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describing the method by which the entity will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds;
6. Requiring that all gifts made to the university shall be accounted for and ownership maintained by that university, even though they may be managed by the Entity;
7. Requiring that the records of such Entity shall be maintained separately from the records of the respective affiliated institution;

8. Requiring maintenance of financial and accounting records, including thorough documentation of donor intent, in accordance with Generally Accepted Accounting Principles;

9. Requiring that the Entity must cause to be prepared annual financial statements of the condition of the Entity, which shall include such detail as the IHL Board may from time to time require; The Entity must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Entity’s annual financial statements; The Entity shall submit the audited financial statements, along with a list of Entity officers, directors or trustees, not later than five months following the completion of the Entity’s fiscal year, to the affiliated university’s IEO and to IHL; However, the annual audited financial statements of some of the Entities will be required for inclusion in the State of Mississippi’s Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board’s Deputy Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university’s IEO and to the IHL, along with a list of Entity officers, directors or trustees, by October 15 of each year; The IHL Board’s Deputy Associate Commissioner of Finance and Administration shall notify each such Entity of the applicability of the October 15 deadline to such Entity as far in advance of the deadline as possible each year; 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 Entity’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 in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the IEO or his/her designee; However, at the request of the Entity, the IEO of a university, with the approval of the IHL Board, may grant a request of the Entity 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 Entity are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Entity and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Entity 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 Entity (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Entity 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;

10. Requiring that the Entity only accept or solicit gifts for the benefit of the university that are consistent with the university's mission, goals or objectives;

11. Requiring that the Entity manage all funds in its control in a fiscally sound and prudent manner;

12. Requiring that the Entity establish and maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972) as amended, entitled "Conflict of interest Transaction", university conflict of interest policies, and which addresses transactions with university or entity staff;

13. Requiring that no form of additional compensation for an IEO or any IHL system office employee be underwritten or increased by the Entity without the prior approval of the Board; The request for approval shall come through the Commissioner to the IHL Board; As to other university employees, the Affiliation Agreement will provide that no form of additional compensation may be provided or paid by the Entity without the prior approval by the IEO; All such approvals by the IEO must be reported to the Board of Trustees at its next official meeting; This provision does not apply to transfers from the Entity to the supported university for items such as professorships, chairs, and other programmatic support that are paid directly to the university and included in its annual budget;

14. Requiring the Entity to submit to the IHL an annual report providing a detailed list of supplemental compensation provided to administrators, faculty, athletic staff, and other employees; provided however that the Affiliation Agreement may provide for appropriate exceptions for such compensation made by the institution out of funds routinely provided to the institution to be included in its budget; and,

15. Requiring compliance with all state and federal laws applicable to such organizations.

16. Establishing appropriate maximum limits on the period of time for which the Entity shall enter into contracts for professional, advisory, or other personal services.

17. Requiring that the provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the affiliated Entity, 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 Entity which owns or controls the special purpose entity.

18. Affiliation agreements must address the reporting relationship of the chief executive of the affiliated entity and the roles of the IEO and the affiliated entity board in hiring, assessment, compensation and termination decisions related to the entity’s chief executive.
19. Requiring that the entity abides by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describing the method by which the affiliated entity will keep the university informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds.

20. Requiring documentation of donor intent.

21. Requiring that the university ensure that gift funds distributed by the affiliated entity are used in a timely manner in compliance with donor intent and that the university provide affiliated entity staff and auditors access to records and accounts needed to monitor and verify use of gift funds.

E. Affiliation Agreements Shall Require Notice of Certain Events

In addition to the foregoing general requirements, the Affiliation Agreement shall contain provisions requiring that the IHL be notified of certain events or actions that may affect the operations, reputation, legal status, and assets of any entity or any university. The Affiliation Agreement shall require that the chief executive officer of the Entity and its other governing authorities will immediately notify the IEO and the IHL, in writing, if any of the following events (hereinafter "Reportable Events") occur:

1. The Entity has materially breached any of its contractual obligations under the Affiliation Agreement;
2. The Entity 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 Entity 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 Entity 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 Entity;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Entity or upon its status as a tax exempt organization; or
6. The Entity 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 Entity, 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 Entity to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

The Affiliation Agreement shall require that the chief executive officer of the Entity shall submit to the IEO of the supported university and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Entity 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 IEO and the IHL as required above. The chief executive officer of each
Entity shall re-affirm that, in the event he/she becomes aware of any such Reportable
Events, the chief executive officer will immediately notify, in writing, the IEO of the
university.

F. Affiliation Agreements Must Require Entity to Provide Certain Additional Information to
IEO upon Request

In addition to the foregoing general requirements, the Affiliation Agreement of each
Entity will contain provisions requiring that the Entity furnish to the IEO of the
corresponding university, or such person as the IEO may designate, any and all
information relating to the operation or management of the Entity or any funds
contributed to, received by, expended by, or managed by the Entity.

It is the policy of the Board that to the extent that information is inspected, reviewed or
received by the IEO or his designees with respect to the identity of donors who have
expressly stated they wish to remain anonymous, or with respect to any information
relating to the identification, cultivation and solicitation of donors, or with respect to
personal information relating to a donor or his/her family business, such information shall
be treated as confidential by the IEO and any designee who may acquire such
information. The IEO 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.

The IEO shall promptly notify the Board and Commissioner of Higher Education if the
Entity refuses or fails to produce any information requested by the IEO.

G. Affiliation Agreement Must Provide for Right of Board to Require Information from
Entity or to Examine Records of Entity

Ordinarily, the Board will not request information from any Entity and will allow the IEO
to oversee the compliance by the Entity with the Affiliation Agreement and to determine
that funds are being appropriately received, managed, and expended. In some
circumstances, however, the Board may determine it to be necessary to secure additional
information from the Entity or to review appropriate records of the Entity. The Entities
hold funds that are intended to benefit the institutions of the state, and the Board has an
interest in the proper administration of those funds. Thus, the Affiliation Agreement will
provide that the Board may require the Entity to provide information or allow inspection
of its records as required by the Board to determine that the Entity is in compliance with
the Affiliation Agreement and that the funds held for the institution or for its benefit are
appropriately utilized and protected. No such request for information will be made by
individual Board members to any Entity or to any IEO.
As a matter of general policy, the Board will attempt, when appropriate, to resolve any issues or concerns about the activities of any Entity informally. Examples of such informal methods include responses by the Entities to requests from the auditors employed by the Board or a report from an accounting firm approved by the Board to review records related to the matters at issue. The decision of any entity as to whether and how to comply with such informal requests is within the discretion of the governing authorities of the entities. The Board anticipates that, normally, any questions related to the Entities can be resolved through such informal procedures.

The Affiliation Agreement shall provide, however, that the Board may determine by appropriate action, at a duly called meeting of the Board, that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Entity is appropriately complying with the Affiliation Agreement and that funds intended to be used for the benefit of the institution are appropriately maintained and expended. The Affiliation Agreement will provide that, if the Board makes such a finding, the Entity will permit an audit, inspection or review of the financial and other records of the entity by persons selected by the Board, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined, and that the Entity will fully cooperate with any such inquiries.

As noted above, it is the policy of the Board that it will not unnecessarily disclose or disseminate any information relating to the Entities, and in particular, any information related to donors to the Entity or trade secrets associated with entity functions. In some circumstances, however, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Thus, the Affiliation Agreement must specifically recognize that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the Board. Any decision to release any information that would identify any particular donor shall be made by the Board. No individual Board member or employee of the IHL will release such information without authorization from the Board.

H. Asset Distribution Upon Dissolution of Affiliated Entity and Required Termination Provisions to Be Included in Affiliation Agreement

The Affiliation Agreement will provide that the Affiliation Agreement may be terminated by the IEO, with the prior approval of the IHL, for cause with no notice or without cause upon thirty days notice. Upon termination, (1) the Entity shall cease to use and shall not assign or delegate the authority to use the respective university’s name or registered marks or logos to any person or entity without the written approval of the IEO, (2) the Entity shall remit any and all unrestricted funds held for the benefit of the university to such entity as designated in writing by the IEO on behalf of the university, (3) the Entity 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 IEO on behalf of the university, (4) the Entity 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 the
university IEO; and (5) the Entity shall work in concert with the university to provide the
university or its designee with records and materials of the Entity as are necessary to
continue the business and/or wind up the affairs of the Entity.

Because an Entity may hold assets intended to benefit the universities, the Affiliation
Agreement will provide that the Entity will have no right to terminate the Affiliation
Agreement without the consent of the IEO and the Board.

Affiliation Agreements must require that governing documents of the affiliated entity,
including but not limited to, articles of incorporation, bylaws, or articles of organization
provide that upon dissolution of the entity all of its assets be transferred to the university
or another entity identified by the IEO and approved by the IHL board or identified by
the IHL board. Any exceptions to this requirement must be approved by the IHL board.

The Affiliation Agreement will provide that the Affiliation Agreement may be terminated
by the IEO with the prior approval of the IHL Board, for specified material non-
compliance with or breach of the Affiliation Agreement or applicable policies of the
University or IHL. In such cases, the IEO must provide the affiliated entity ninety (90)
days’ notice and work with the staff and board of the affiliated entity in that period to
cure the breach in advance of termination. In the event of termination, the affiliated
entity 1) will remit all unrestricted gift funds to the university or to another entity
designated by the IEO, 2) cease to use the university’s name or registered marks or logos
without the written approval of the IEO, and 3) provide the IHL, the university, or other
entity designated by the IHL or IEO with any records, accounts, or other materials
requested by the IEO or IHL.

I. Restructuring Relationship in Event of Irreconcilable Differences

The Board expects there to exist a cooperative relationship between the Entities and the
universities. The Board is aware of situations in other states where foundations have
attempted to use the leverage provided by control of funds contributed for the benefit of
the universities to require the university to take action desired by the foundation.
Exercise of such power would interfere with the power of the IEO’s and, ultimately, the
power of the Board. To provide for the eventuality in which it appears that the IEO and
the Entity have irreconcilable differences that interfere with the Entity serving the
purposes for which it is intended, the Affiliation Agreement must provide for some
mechanism to allow a resumption of normal relationships to benefit the university. In
such a case, it would be detrimental to the university to allow the Entity to simply
terminate the relationship—since it may hold funds and other assets intended for the
benefit of the university. Thus, the Affiliation Agreement shall provide for a mechanism
to deal with that possibility that will effectively accomplish the purpose of insuring that the Entity’s goals remain appropriately aligned with those of the university.

The Affiliation Agreement must therefore provide for such a mechanism. The universities are expected to finalize the relationship with the Entities to accomplish the purpose on or before December 31, 2010.

Any university, after consultation with an affiliated Entity, may propose, on or before December 31, 2009, to include an appropriate plan to accomplish this purpose in the Affiliation Agreement for that Entity.

For example, a university may choose to propose a mechanism to allow the Entity to restructure its governing board. As an illustration of such a mechanism, such a plan might provide as follows:

In the event that the IEO notifies the IHL that the relationship between the IEO and the Entity’s governing authorities is detrimental to the wellbeing of the university, then IHL shall attempt to reconcile the parties. However, if the IHL determines that it is in the best interests of the university to substitute new governing authorities of the Entity, and unless the matters are resolved, the IHL Board may direct, in its sole discretion, that at the expiration of a 90 days notice period, the terms of office of the then existing board of directors of the affiliated Entity (or the persons serving that role in governance of the Entity, regardless of title) shall be deemed to have expired. Those persons shall be replaced by a nine member board selected by the following persons: 1) one member appointed by the mayor of the municipality in which the subject university is located or to which it is nearest, 2) one member appointed by the subject university's IEO, 3) one member appointed by the subject university's chief academic officer, 4) one member appointed by the president of the board of supervisors of the county in which the subject university is located, 5) one member appointed by the governor, 6) one member appointed by the Commissioner of Higher Education, 7) such other person, as the Affiliation Agreement may provide, who is affiliated with another Entity associated with the affected university; 8) one member appointed by the current president of the subject university's student body, and 9) one member appointed by the most recent past president of the subject university's student body.

However, each university and Entity may choose to agree upon some different arrangement which would accomplish the same end. Because of the differences in the various Entities, the types and amounts of assets held by the Entities, the debt obligations of some Entities, ongoing contractual obligations, and other similar factors, the Board will address such proposals on an individual basis to determine their effectiveness, feasibility and practicality. Any such proposal must be submitted with all of the information necessary to fully evaluate the proposal. The exact language of all documents required to implement such a proposal shall be included in the submission to the Board.
Any such proposals will be considered by the Board and acted upon before March 31, 2010. Failure to submit sufficient information to allow a full understanding as to the effectiveness and practicality of such a plan will prevent the Board from considering the proposal. In the absence of approval by the Board of some other alternative provisions to accomplish such purpose by March 31, 2010, or any extension granted by the Board, it is expected that each university will enter into a contract with all related Entities under terms similar to those in the illustration set out above.

If the Entity is a university research foundation formed pursuant to Miss. Code Ann. Section 37-147-15 (1972), as amended, the new board of directors shall be appointed by the subject university's IEO, in accordance with applicable state law.
SYSTEM – APPROVAL OF MINIMUM QUALIFICATIONS FOR UNIVERSITY OF MISSISSIPPI INSTITUTIONAL EXECUTIVE OFFICER CANDIDATES

Qualifications

- The Board of Trustees seeks a dynamic, creative and accomplished leader with vision, energy and integrity who can build upon the success of the university in continuing to enhance the state, region, and nation through comprehensive academic, research, and public service initiatives.
- The successful candidate must be an innovative leader with a passion for providing higher education opportunities to diverse populations. Preferred candidates should have demonstrated skills as a visionary leader and strategic thinker.
- He or she must possess a commitment to student learning, growth and development, as well as the intellectual, analytical and personal qualities for embracing and advancing existing and new university programs, expanding academic facilities, and building partnerships with business, government and philanthropic organizations.
- He/she must also have excellent interpersonal and communications skills; a strong commitment to advancing the use of technology; the ability to sustain and enhance the fiscal integrity of the university; and the ability to recruit, retain, and evaluate a qualified and competent administration, faculty and staff.
- Excellent academic credentials and record of scholarship or equivalent experience and accomplishments that command the respect of the university community;
- Passion for and commitment to excellence in undergraduate and graduate education;
- Senior-level experience managing large and complex organizations with the ability to work with both internal and external constituencies, including faculty, staff, students, the local community, alumni, government, the media and the general public;
- Ability to prepare and implement a comprehensive and fiscally-responsible university budget;
- Experience working effectively with federal, state and local officials;
- Commitment to a diverse student body, faculty and staff and to promoting issues of multiculturalism;
- Ability to work successfully within a statewide system of higher education;
- Appreciation for the importance of sustainability to the future of the university and the community;
- An appreciation for the value of a strong Division I intercollegiate athletic program, competing within the Southeastern Conference.

The Chancellor is responsible for sound and effective management of the university, which includes the following functions:

- Engage in strategic planning to craft a long-range plan for the university and develop strategies to make that plan a reality;
- Generate resources for the university, including both public funding and private fundraising and to connect these resources to the mission of the institution;
• Manage the university’s resources effectively and in keeping with the university’s mission;
• Provide visionary leadership to inspire, motivate and support faculty and staff;
• Understand the functioning of a multi-campus university, including an academic medical center and law school;
• Serve as the chief advocate for the university and interact effectively with external constituencies to build support for the university;
• Interact effectively with the Board of Trustees, implementing Board policies, decisions, rules and regulations of the Board;
• Work effectively with and coordinate the responsibilities of the university’s administrators, faculty, staff and alumni;
• Cultivate and communicate a shared vision of the university; and
• Serve as spokesperson for the university to all internal and external constituencies.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE ’MAY 16, 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 101-313 – Pre-Plan Eunice Powell Hall Renovations**  
   NOTE: This is a Bureau of Building project  
   Approval Request #1: Budget Increase  
   Board staff approved the change in the total project budget from $50,000.00 to $770,000.00, an increase of $720,000.00. Funding is provided by SB 3065, Laws of 2018.  
   Approval Status & Date: APPROVED, May 28, 2019  
   Project Initiation Date: October 18, 2018  
   Design Professional: Salmon Architect, PLLC  
   General Contractor: TBD  
   Total Project Budget: $770,000.00

DELTA STATE UNIVERSITY

2. **DSU– GS 102-258 – Sillers Coliseum Renovation – Roofing & HVAC**  
   Approval Request #1: Award of Construction Contract  
   Board staff approved the Award of Contract in the amount of $1,943,900.00 to the apparent low bidder, E. Cornell Malone Corporation.  
   Approval Status & Date: APPROVED, May 23, 2019  
   Project Initiation Date: November 17, 2016  
   Design Professional: Cooke Douglas Farr Lemons Architects  
   General Contractor: E. Cornell Malone Corporation  
   Phased Project Budget: $2,668,798.73  
   Total Project Budget: $2,850,000.00
3. **MSU- GS 113-141 – ADS & Poultry Complex, PH I**

   **NOTE:** This is a Bureau of Building project

   **Approval Request #1: Change Order #4**

   Board staff approved Change Order #4 in the credit amount of $32,158.00 and eighty-four (84) additional days to the contract of Century Construction.

   **Approval Status & Date:** APPROVED, May 14, 2019

   **Change Order Description:** Change Order #4 includes the following items: furring and drywall at various locations; repaired a stone at a pilaster on the north face of the building; revised the grading at the center plaza area; deduct for concrete plaza & pavers; revised the ductwork for the supply & exhaust at the elevator equipment room; revised the water piping, ductwork and electrical feed to the autoclave location at the sample prep/autoclave room; changed the style of the bike rack to the current MSU standard; revised the restroom door signs to be blue with updated graphics; seven additional days due to delays and fifty-three (53) weather related days to the contract.

   **Change Order Justification:** These changes were 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:** Four (4) change orders for a total amount of $180,894.52.

   **Project Initiation Date:** April 16, 2015

   **Design Professional:** McCarty Architects, P.A.

   **General Contractor:** Century Construction & Realty, Inc.

   **Total Project Budget:** $27,500,000.00

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

   **Approval Request #1: Change Order #15**

   Board staff approved Change Order #15 in the amount of $120,000.00 and zero (0) additional days to the contract of Jesco, Inc.

   **Approval Status & Date:** APPROVED, May 14, 2019

   **Change Order Description:** Change Order #15 includes the following items: corrective work performed at the existing lower bowl.

   **Change Order Justification:** These changes were necessary due to latent job site conditions.

   **Total Project Change Orders and Amount:** Fifteen (15) change orders for a total amount of $2,614,858.09.

   **Project Initiation Date:** May 21, 2015

   **Design Professional:** Wier Boerner Allin Architects, PLLC

   **General Contractor:** Jesco, Inc.

   **Total Project Budget:** $55,000,000.00
EXHIBIT 6
June 20, 2019

MISSISSIPPI UNIVERSITY FOR WOMEN

5. **MUW- GS 104-192- Demolition of Taylor and Keirn Hall**
   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 $2,569,000.00 to the apparent low bidder, M & M Services, Inc.
   Approval Status & Date: APPROVED, May 24, 2019
   Project Initiation Date: January 18, 2018
   Design Professional: JBHM Architects
   General Contractor: M & M Services, Inc.
   Total Project Budget: $2,900,000.00

MISSISSIPPI VALLEY STATE UNIVERSITY

6. **MVSU – GS 106-253 – College Hall I 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 $45,723.48 and thirty-five (35) 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, May 24, 2019
   Change Order Description: Change Order #3 includes the following items: demolished and replaced the gutter; extended the foundation; and thirty-five (35) days to the contract.
   Change Order Justification: These changes were necessary due to latent job site conditions; and weather-related days for work as indicated herein.
   Total Project Change Orders and Amount: Three (3) change orders for a total amount of $76,044.54.
   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

UNIVERSITY OF MISSISSIPPI

7. **UM- GS 107-308 – Union Addition & Renovation**
   NOTE: This is a Bureau of Building project
   Approval Request #1: Change Order #17
   Board staff approved Change Order #17 in the amount of $185,768.00 and forty-seven (47) additional days to the contract of Roy Anderson Corp.
   Approval Status & Date: APPROVED, May 7, 2019

Page 3 of 7
Change Order Description: Change Order #17 includes the following items: changed the number of lights in the transit center ceiling; added pipe, fittings and labor to the PH # roof drain system; modified data; installed and painted plywood backing board & replaced the damaged finishes; modified a door; provided circuit & conduit to the existing irrigation control panel in PH 3; deleted costs for a follow-up by the state elevator inspector and mark-up; added a terrazzo base at the existing columns in PH 3 to include one week of cleaning; added decorative panels and terrazzo around the tar-stained columns on level 3 in PH 3; removed the existing intermediate wall and door frame in level 2 of stair 2; repainted and cleaned the demolished space; added more sand in the south planters to raise the grade from the original directions; added extended overhead; removed and reinstalled FEC’s in Barnes & Noble; replaced latching hardware with push/pull plates and closers at the meeting room vestibule doors; modified the supply ducts and undercut doors at the ATM room; and forty-seven (47) days to the contract.

Change Order Justification: These changes were 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: Seventeen (17) change orders for a total amount of $180,894.52.

Project Initiation Date: August 18, 2011
Design Professional: Eley Guild hardy Architects
General Contractor: Roy Anderson Corp.
Phased Project Budget: $61,319,497.10
Total Project Budget: $61,650,000.00

8. UM– IHL 207-428 – East Campus Electrical Modifications
Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of $31,006.07 and Thirty-five (35) additional days to the contract of McInnis electric Co.

Approval Status & Date: APPROVED, June 3, 2019
Change Order Description: Change Order #5 includes the following items: the two underground spare conduits that were not connected to the underground spare conduits had to be extended; the existing conduits extending east from the existing manhole had to be intercepted west of a broken area, cleaned and intercepted with asphalt; and a total of thirty-five (35) days added to the contract.

Change Order Justification: These changes were due to latent job site conditions and days for work as indicated herein.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $40,300.00.

Project Initiation Date: November 17, 2016
Design Professional: Corbett Legge & Associates, PLLC.
General Contractor: McInnis Electric Co.
Total Project Budget: $2,220,000.00
9. UM– IHL 207-442 – Manning Center Training Hydrotherapy Room Renovation
Approval Request #1: Change Order #3
Board staff approved Change Order #3 in the amount of $31,817.90 and zero (0) additional days to the contract of Baldwin and Shell Construction Company.
Approval Status & Date: APPROVED, May 13, 2019
Change Order Description: Change Order #3 includes the following items: removed the existing sidewalk and installed a new ramp into the ice room; installed mini blinds, millwork in existing offices; moved speaker wire to coordinate with the new millwork; installed light fixtures and relocated light switches; a back cover was added to a sign adhered to glass; installed a power outlet to the sports clock location.
Change Order Justification: These changes were due to errors and omissions in the plans and specifications; and user/owner requested modifications.
Total Project Change Orders and Amount: Three (3) change orders for a total amount of $52,678.24.
Project Initiation Date: February 15, 2018
Design Professional: A2H, LLC
General Contractor: Baldwin and Shell Construction Company
Total Project Budget: $1,300,000.00

10. UM– IHL 207-447 – Martin Hall HVAC Upgrades
Approval Request #1: Change Order #1
Board staff approved Change Order #1 in the credit amount of $40,300.00 and zero (0) additional days to the contract of Tri-Star Mechanical, Mechanical Contractors, Inc.
Approval is requested from the Bureau of Building, Grounds, and Real Property Management.
Approval Status & Date: APPROVED, May 24, 2019
Change Order Description: Change Order #1 includes the following item: the contract amount was reduced by $40,300.00.
Change Order Justification: This credit was due to the HVAC Controls Allowance Reconciliation.
Total Project Change Orders and Amount: One (1) change order for a total amount of $40,300.00.
Project Initiation Date: August 21, 2014
Design Professional: Corbett Legge & Associates, PLLC.
General Contractor: Tri-Star Mechanical, Mechanical Contractors, Inc.
Total Project Budget: $1,650,000.00

11. UM– IHL 207-453 – South Oxford Center – Film Studio
Approval Request #1: Schematic Design Documents
Board staff approved the Schematic Design Documents as submitted by McCarty Architects, P. A.
Approval Status & Date: APPROVED, June 3, 2019
Approval Request #2: Waiver of Design Development Documents
Board staff approved the Waiver of Design Development Documents as submitted by McCarty Architects, P. A.
EXHIBIT 6
June 20, 2019

Approval Status & Date: APPROVED, June 3, 2019
Project Initiation Date: May 16, 2019
Design Professional: McCarty Architects, P. A.
General Contractor: TBD
Total Project Budget: $1,250,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

12. UMMC– IHL 209-566 – Day Surgery & Patient Care Units Expansion
Approval Request #3: Contract Documents
Board staff approved Contract Documents as submitted by ESA Architects
Approval Status & Date: APPROVED, May 24, 2019
Approval Request #4: Advertise
Board staff approved request to advertise for receipt of bids.
Approval Status & Date: APPROVED, May 24, 2019
Project Initiation Date: April 2, 2010
Design Professional: ESA Architects
General Contractor: TBD
Total Project Budget: $12,733,495.00

13. UMMC– IHL 209-574 – Garage D
Approval Request #1: Change Order #1
Board staff approved Change Order #1 in the amount of $18,665.11 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.
Approval Status & Date: APPROVED, May 2, 2019
Change Order Description: Change Order #2 includes the following items: revised the site drainage; revised the piles and foundations; and filled the abandoned storm drain.
Change Order Justification: These changes were due to latent job site conditions.
Total Project Change Orders and Amount: One (1) change order for a total amount of $18,665.11.
Project Initiation Date: October 18, 2018
Design Professional: HDR Architecture, Inc.
General Contractor: Brasfield & Gorrie, LLC
Total Project Budget: $17,900,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

14. USM– IHL 208-338 – Pinehaven Apartments Demolition
Approval Request #1: Schematic Design Documents
Board staff approved the Schematic Design Documents as submitted by Perkins & Williamson Architecture, PLLC.
Approval Status & Date: APPROVED, May 3, 2019
Approval Request #2: Waiver of Design Development Documents
Board staff approved the Waiver of Design Development Documents as submitted by Perkins & Williamson Architecture, PLLC.
Approval Status & Date: APPROVED, May 3, 2019
Project Initiation Date: February 21, 2019
Design Professional: Perkins & Williamson Architecture, PLLC
General Contractor: TBD
Total Project Budget: $1,415,000.00
EXHIBIT 7
June 20, 2019

SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Baker Donelson Bearman Caldwell & Berkowitz, PC (statement dated 4/30/19) from the funds of the Mississippi Board of Trustees of State Institutions of Higher Learning. (This statement, in the amount of $18,345.66, represents services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 18,345.66

Payment of legal fees for professional services rendered by Hand Arendall Harrison Sale LLC (statement dated 5/13/19) from the funds of the Mississippi Board of Trustees of State Institutions of Higher Learning. (This statement, in the amount of $17,323.16, represents services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 17,323.16

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 5/1/19) from the funds of Alcorn State University. (This statement, in the amount of $42.33 represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE..........................................................$ 42.33

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 5/20/19) from the funds of Mississippi State University. (This statement, in the amount of $1,062.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 1,062.50

Payment of legal fees for professional services rendered by Butler Snow (statement dated 5/21/19) from the funds of Mississippi State University. (This statement, in the amount of $3,127.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 3,127.00

Payment of legal fees for professional services rendered by Ware Immigration (two statements each dated 5/1/19) from the funds of Mississippi State University. (These statements, in the amounts of $770.00 and $4,000.00, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE..........................................................$ 4,770.00
Payment of legal fees for professional services rendered by Mayo|Mallette (three statements, each dated 5/7/19) from the funds of the University of Mississippi. (These statements, in the amounts of $659.80, $2,046.00 and $320.66, represent services and expenses in connection with general legal advice.)

TOTAL DUE………………………………………………..$ 3,026.46

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 9/1/18, 9/1/18, 9/1/18, 10/1/18, 10/1/18, 11/1/18, 1/1/19, 1/1/19, 4/1/19, 4/1/19, 4/1/19, 5/1/19, 5/1/19, 5/1/19 and 5/1/19) from the funds of the University of Mississippi. (These statements, in the amounts of $1,500.00, $38.96, $2,500.00, $501.00, $34.13, $57.00, $2,500.00, $629.00, $2,300.00, $2,500.00, $2,590.00, $2,000.00, $87.62, $2,000.00, $519.00, $507.00 and $38.72, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE………………………………………………..$ 22,802.43

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 7/17/18, 2/28/19, 3/11/19, 4/12/19, 4/12/19, 4/19/19, 4/29/19, 4/30/19, 4/30/19, 5/7/19, 5/7/19, 5/7/19 and 5/7/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $468.00, $52,938.03, $4,631.50, $1,268.50, $118.00, $4,568.50, $43,660.45, $8,468.80, $3,648.90, $27,969.60, $152.00, $295.00, $767.00, $2,802.50 and $10,148.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………..$ 161,904.78

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 3/29/19, 3/29/19, 3/29/19, 3/29/19 and 4/16/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $3,016.40, $1,769.00, $7,056.36, $5,692.50 and $10,412.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………..$ 27,946.26

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC, (statements dated 3/26/19, 3/26/19, 4/30/19 and 4/30/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,980.00, $115.50, $478.50 and $1,914.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………..$ 4,488.00
Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 3/14/19, 4/3/19, 4/3/19, 4/3/19, 4/3/19, 4/3/19, 4/10/19, 5/6/19, 5/6/19, 5/6/19, 5/6/19, 5/6/19, 5/6/19 and 5/6/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,150.50, $1,353.00, $1,160.56, $1,419.00, $2,260.50, $12.00, $5,225.13, $12.00, $12.00, $12.00, $292.50, $2,541.00, $3,697.80 and $1,292.88 respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 20,440.87

Payment of legal fees for professional services rendered by Page Kruger & Holland (statement dated 4/10/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $3,342.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 3,342.00

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (seven statements, each dated 4/5/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $135.00, $94.50, $175.50, $472.50, $108.00, $297.00 and $132.00, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 1,414.50

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace. (statements dated 3/31/19, 3/31/19, 3/31/19, 3/31/19, 4/5/19 4/8/19 and 4/25/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $8,265.52, $4,483.67, $765.00, $638.75, $1,492.58, $9,705.00, $22,973.48, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 48,324.00

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 3/7/19, 3/21/18, 3/21/19, 3/21/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 4/11/19, 4/18/19, 4/18/19, 4/18/19, 4/18/19, 4/18/19, 4/18/19, and 5/2/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $775.50, $123.00, $559.50, $705.50, $9,834.00, $29,855.80, $1,562.92, $9,097.02, $3,957.00, $1,863.01, $1,252.50, $49.50, $4,563.03, $283.95, $5,261.48, $1,914.00, $115.50, $4,699.50, $495.00, and $41,652.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 118,619.71
EXHIBIT 7
June 20, 2019

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 3/5/19, 4/1/19, 4/1/19, 4/2/19, 4/2/19, 4/2/19, 4/2/19, 4/2/19, 4/24/19, 5/1/19, 5/1/19, 5/1/19, 5/1/19, 5/1/19 and 5/1/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,397.00, $4,392.25, $28,879.26, $4,527.00, $336.00, $3,251.00, $8,010.80, $1,158.80, $24,710.00, $495.90, $1,336.50, $1,377.00, $3,892.10, $21,682.00 and $24,240.90 respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 130,686.51

Payment of legal fees for professional services rendered by Butler Snow (statement dated 5/8/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $501.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 501.50

Payment of legal fees for professional services rendered by Mayo Mallette (statement dated 5/7/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $331.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 331.50

Payment of legal fees for professional services rendered by Ware Immigration (four statements, each dated 5/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $2,000.00, $2,000.00, $28.59 and $57.23, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.................................................................$ 4,085.82

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

Payment of legal fees for professional services rendered by Larry Schemmel (five statements, each dated 4/11/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Oral Vaccination of Fish with Live Attenuated Edwardsiella Ictaluri Vaccines” - $440.00; “Methods for Improving Rice Nutrition via Manipulation of Starch Crystalline Structure and Nutrient Penetration Treatment” - $150.00; “System to Control an Actuator Patent Application” - $1,905.00; “Chitosan and Sodium Sulfite Membrane Coating for Use in Food Processing Patent Application” - $140.00; and “Fiber Separation from Grains and Grain Products Using Electrostatic Methods” - $50.00, respectively.)

TOTAL DUE.................................................................$ 2,685.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statement dated 2/22/19) from the funds of Mississippi State University. (This statement represents
services and expenses in connection with the following patent: “Occidiofungin Formations and Uses Thereof” - $1,085.00)

TOTAL DUE............................................................$ 1,085.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 11/21/18, 12/13/18, 3/19/19, 5/15/19 and 5/15/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patent: “Cottonseed Oil Polymer” - $1,600.00; “Pincer Metal OXO Complexes for Water-Splitting and C-H Bond Activation” - $263.50; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - $1,599.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - $875.00; and “Cottonseed Oil Polymer” - $630.00, respectively.)

TOTAL DUE............................................................$ 4,967.50

Payment of legal fees for professional services rendered by Stites & Harbison (three statements, each dated 4/16/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $217.50, $47.50 and $628.54, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE............................................................$ 893.54

Payment of legal fees for professional services rendered by Workman Nydegger (two statements, each dated 4/29/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $26.58 and $370.25, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE............................................................$ 396.83
DSU—REQUEST FOR APPROVAL TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH BARNES AND NOBLE COLLEGE BOOKSELLERS, LLC

Agenda Item Request: Delta State University requests approval to amend its professional services agreement with Barnes and Noble College Booksellers, LLC.

Contractor’s Legal Name: Barnes and Noble College Booksellers, LLC. (B&N)

History of Contract: This contract is an amendment of the existing bookstore services agreement between Delta State University and B&N. The original agreement was signed between both parties in February 2012 and was for a four-year period. The current agreement, a renewal of the original agreement, was approved by the Board in April of 2016. The current agreement is scheduled to expire on February 29, 2020.

Specific Type of Contract: Bookstore Management Services Outsourcing agreement

Purpose: The purpose of this agreement is to operate and provide services for the bookstore at Delta State University. B&N is currently the institution’s exclusive buyer and seller of all required, recommended, or suggested course materials and supplies, including books, course packs, computer software, textbook rentals, and materials published or distributed electronically. This exclusive right includes all educational supplies, notebooks, stationery, desk and room accessories, etc.

Scope of Work: In addition to the services rendered under our current agreement, this amendment will allow Delta State University to offer B&N’s First Day program to our students.

Term of Contract: The term of the contract will not be amended. The current agreement will still expire on February 29, 2020.

Termination Options: The termination options have not been revised by this amendment. According to the current agreement, Delta State University and Barnes and Noble reserves the right to terminate the agreement at any time by giving a 120-day written notice to the other party.

Contract Amount: The amended contract will result in approximately $3,000 of additional revenue per fiscal year.

Our current agreement guarantees the following:

- 10.5% Commission of all sales up to $2,000,000
- 12.5% Commission of all sales over $2,000,000
- $10,000 a year toward renovation cost of the Student Union for contract years 3-8
- $7,500 annual athletic sponsorship
2% commission on all Okra Kard purchases
$10,000 annual textbook scholarships

This amendment would add the following:
7.0% of all Gross Sales of First Day and eTextbooks

Funding Source of Contract: This is a revenue generating contract.

Contractor Selection Process: This is an amendment to our current agreement with our existing Bookstore operator. In order to offer the First Day textbook program, this amendment is necessary.

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 Delta State University and Barnes and Noble College Booksellers, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. MSU – REQUEST FOR APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH THE CITY OF STARKVILLE

Agenda Item Request: Mississippi State University requests approval of a fire contract between the City of Starkville and the University for the City of Starkville’s Fire Department to provide fire protection services for the campus and permission to prepay for these services as outlined in the contract.

Contractor’s Legal Name: City of Starkville

History of Contract: The City of Starkville and MSU first entered into a fire services contract in 1972. That contract was amended 6 times over the years. The last extension was intended to run through 2020. This new contract will replace the previous contract and amendments and will continue to provide MSU with the same services beginning on January 1, 2020, and running through December 31, 2029.

Specific Type of Contract: Fire services contract

Purpose: This contract is to provide fire protection services to the University.

Scope of Work: The City agrees to furnish fire protection and other emergency response services to the University Fire District to the same extent that it now furnishes fire protection within the City limits and at the level of service furnished by the City when it received its last MSRB rating. The City shall operate, maintain, repair, and insure all
equipment necessary to provide fire protection to the University. The City will continue its Pre-fire Planning Program for buildings on campus and will provide the training for fire department personnel and staffing necessary for the City and University to maintain service consistent with their present MSRB fire protection ratings.

**Term of Contract:** January 1, 2020 – December 31, 2029

**Termination Options:** The City may terminate this agreement within one year in the event the City’s participation in fire protection service to the University should adversely affect the fire insurance classifications of the City or if the University shall fail to pay the annual fire protection service fee. In addition, either party shall have the right to terminate this Agreement by giving one year’s notice in writing to the other party. Pursuant to such notice, all rights and obligations under this Agreement shall cease twelve (12) months from the date of receipt of a notice of termination.

**Contract Amount:**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>PAYMENT</th>
</tr>
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<tbody>
<tr>
<td>2020</td>
<td>$400,000.00</td>
</tr>
<tr>
<td>2021</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>$600,000.00</td>
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<tr>
<td>2023</td>
<td>$650,000.00</td>
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In years 2024 – 2029 of this Agreement, the annual fire protection fee shall be adjusted by an amount determined by multiplying the previous year’s annual fire protection fee by the most recent annual Consumer Price Index published by the United States Bureau of Labor Statistics (“CPI Annual Adjustment”). For example, the fire protection fee for the year 2024 would be determined by multiplying the $650,000.00 fee for year 2023 by the annual CPI, and adding the result to the 2023 fee. Should the annual CPI rate drop from the previous year, the previous year’s fee shall apply. The CPI Annual Adjustment rate structure may be renegotiated by mutual consent of the parties in the event the University requests additional fire protection services from the City, additional fire protection services are required by applicable law, regulations, or ratings services, the University Fire District expands, or some other extraordinary circumstance currently unforeseen to the parties. It is the intent of the parties that the annual fire protection fee shall never be more than the actual cost incurred by the City in providing fire protection service to the University under this Agreement.

The total estimated amount for 10 years is over $6,050,000.

**Funding Source for Contract:** General funds

**Contractor Selection Process:** The City of Starkville is the only available option to provide the services we need.
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. 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 the City of Starkville for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. **UM-REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED**

**Agenda Item Request:** The University of Mississippi J.D. Williams Library requests approval to enter into a contract with The Institute of Electrical and Electronics Engineers, Incorporated, which will include prepayment for content.

**Contractor’s Legal Name:** The Institute of Electrical and Electronics Engineers, Incorporated

**History of Contract:** The Library maintains a subscription to the entire corpus of journals and proceedings published by the IEEE. The IEEE has offered to decrease their standard rate of cost inflation (4%) in exchange for the Library maintaining the full subscription for the period of the contract.

**Specific Type of Contract:** This contract will be a site license for specified electronic journals and proceedings from a single publisher.

**Purpose:** The purpose of this contract is to secure access to electronic journal content and conference proceedings for an unlimited number of authorized users and to cap the rate of price increase on those publications at 3% for the term of the contract.

**Scope of Work:** This contract is for informational content.

**Term of Contract:** This contract will be in place from September 1, 2019 to August 31, 2022.

**Termination Options:** This contract may be terminated by either party for material breach by the other party that remains uncured thirty days following notice, for insolvency of either party, for force majeure experienced by either party, or for non-availability of funds for the Library due to a reduction in legislative appropriation.
Contract Amount:  If potential annual renewals are exercised, the total contract amount will be $432,161 with yearly amounts as follows:

- Sept. 2019-Aug. 2020: $139,817
- Sept. 2020-Aug. 2021: $144,012
- Sept. 2021-Aug. 2022: $148,332

Prepayment will be made in August of each year for content that will be delivered in the contract year.

Funding Source for Contract:  Costs for this contract will be funded by the Library’s materials budget which is derived from educational and general funds and from specified endowments.

Contractor Selection Process:  The vendor for this contract is the publisher of the specified journals. These titles were selected by subject specialist librarians, in consultation with teaching and research faculty, and this package has been a standing subscription to support the University’s curriculum and research needs. These titles are only published by this vendor. This contract provides an opportunity to cap price increases. Without the contract, the subscription to these journals will continue but will cost the University more over time.

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. 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 the University of Mississippi and the Institute of Electrical and Electronics Engineers, Incorporated for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. **UMMC – REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH DELTA REGIONAL MEDICAL CENTER**

Agenda Item Request:  The University of Mississippi Medical Center (UMMC) through its Office of Mississippi Physician Workforce (OMPW) requests approval to enter into a New Program Development Agreement with Delta Regional Medical Center to provide financial support to develop an Accreditation Council on Graduate Medical Education (ACGME) accredited Family Medicine Physicians Training Program (GME Training Program). Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services,
UMMC also requests a waiver to allow payment of the program funding needed to develop the GME Training Program.

**Contractor’s Legal Name: Delta Regional Medical Center (DRMC)**

**History of Contract:** This is a new agreement. Pursuant to Mississippi Code Annotated § 41-123-1, et seq., OMPW has the authority to award financial support to any hospital or entity with demonstrated commitment and resources to establish and operate an Accreditation Council on Graduate Medical Education (ACGME) accredited residency program. OMPW will assist in the creation and/or support of ACGME accredited training programs in the State of Mississippi based on needs analysis and criteria established by OMPW and the advisory board while maintaining a strong and continued priority focused on family medicine.

**Specific Type of Contract:** New Program Development Agreement

**Purpose:** The purpose of this agreement is to develop an Accreditation Council on Graduate Medical Education (ACGME) accredited Family Medicine Physicians Training Program (GME Training Program) at DRMC to train family medicine physicians.

**Scope of Work:** OMPW will provide funding to DRMC to develop an ACGME accredited Family Medicine Residency Training Program to train family medicine physicians.

**Term of Contract:** The term of the agreement is ten (10) months, from September 1, 2019, through June 30, 2020.

**Termination Options:** Termination options include the following:

- immediately upon DRMC’s breach of any of the following ongoing representations and warranties that DRMC, its officers, directors and employees:
  - are not currently excluded, debared or otherwise ineligible to participate in any federal health care programs or any state healthcare programs,
  - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debared, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
  - are not, nor have ever been included on the Office of Foreign Assets Controls, Specially Designated Nationals and Blocked Persons list,
  - are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in DRMC being excluded from participation in the Federal Healthcare Programs or any state healthcare program, and
if DRMC is to receive any patients’ personal health information, DRMC represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients’ personal health information is protected,

- reduction of funds,
- if DRMC fails to cure any of the following actions or inactions within thirty (30) days of notification:
  - failure to comply with the terms of this Agreement in a timely manner,
  - failure to complete all or a portion of the actions required under the Agreement,
  - action contrary in any way to the purposes for which the payment was awarded, or
  - violation of any federal, state, or local law, ordinance or regulation, including but not limited to non-discriminatory compliance,
- if DRMC fails to commence service as an accredited GME Training Program by June 30, 2020,
- if OMPW fails to cure any of the following actions or inactions within thirty (30) days of notification:
  - failure to comply with the terms of this Agreement in a timely manner,
  - failure to complete all or a portion of the actions required under this Agreement, and
  - violation of any federal, state, or local law, ordinance or regulation, including but not limited to non-discriminatory compliance which impacts its ability to perform under this Agreement; and
- in the event that a force majeure event causes delays beyond a reasonable time period.

**Contract Amount:** The total estimated cost over the ten (10) month term is $3,000,000. OMPW will provide the guaranteed amount of $2,090,270.00, as well as additional funding up to $909,730 on an as-needed basis.

**Funding Source of Contract:** The Agreement will be funded by State funds.

**Contractor Selection Process:** Delta Regional Medical Center submitted an application to OMPW for state financial support for the creation of a Family Medicine residency program. OMPW, with input from the OMPW advisory board and outside medical education expert consultation, approved DRMC’s application.

**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. 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 the University of Mississippi Medical Center and Delta Regional Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. **UMMC—REQUEST FOR APPROVAL TO ENTER INTO A GPO PRODUCT AGREEMENT WITH ORTHO-CLINICAL DIAGNOSTICS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a GPO Product Agreement with Ortho-Clinical Diagnostics, Inc. (Ortho-Clinical). This agreement will allow for the placement of two (2) Vision Analyzers for the UMMC Jackson Blood Bank Lab and one (1) Vision Analyzer for the UMMC Grenada Blood Bank Lab, as well as the purchase of disposables for use on the instruments. This instrumentation will be utilized to perform blood type, antibody screens, antibody panels, antigen typings, and crossmatches for patients. This testing is required prior to a patient receiving blood products.

**Contractor’s Legal Name:** Ortho-Clinical Diagnostics, Inc.

**History of Contract:** On November 17, 2016, the Board approved a twenty-six (26) month agreement with Ortho-Clinical for the placement of two Vision Analyzers at UMMC Jackson and one (1) at UMMC Grenada, as well as commodities to be used on the equipment, up to a cost of $1,919,268.97. The Board also approved UMMC’s optional extension of the agreement for an additional two (2) years, up to a total term of four (4) years and two (2) months. Prior to the expiration of the initial term, UMMC and Ortho-Clinical extended the term for six (6) months, through August 28, 2019.

**Specific Type of Contract:** This is a new GPO Product Agreement.

**Purpose:** The purpose of the agreement is the placement of two (2) Vision Analyzers for the UMMC Jackson Blood Bank Lab and one (1) Vision Analyzer for the UMMC Grenada Blood Bank Lab, as well as the purchase of disposables for use on the analyzers. The analyzers are used to perform blood type, antibody screens, antibody panels, antigen typings, and crossmatches for patients. This testing is required prior to a patient receiving blood products.

**Scope of Work:** Under the agreement, Ortho Clinical will:

- Conduct an analysis of UMMC’s actual total annual volume from the previous agreement year, and if UMMC’s actual purchases have not met the minimum volumes, Ortho-Clinical will adjust the discount and UMMC’s price going forward based on the actual annual volumes purchased and the applicable discount available at that time;
- Provide UMMC written notice of any price adjustments;
- Provide three (3) Vision Analyzers and related components; and
- Provide testing supplies and reagents for use with the Analyzers.
Under the agreement, UMMC will meet the annual purchase commitments.

**Term of Contract:** The term of the agreement is five (5) years, from August 28, 2019, through August 27, 2024.

**Termination Options:** The agreement may be terminated as follows:

- upon expiration or earlier termination of the agreement between Ortho-Clinical and Vizient;
- in the event funds are not available; and
- after twenty-four (24) months, by UMMC upon 120 days’ written notice;
- if UMMC withdraws or is terminated as a Vizient customer, UMMC will no longer be entitled to the pricing set forth in the agreement;
- by UMMC in the event Ortho-Clinical is unable to provide services under the agreement for more than thirty (30) consecutive days as the result of a continuing force majeure event;
- pursuant to the Vizient agreement, by Ortho-Clinical in the event UMMC fails to pay for products;
- pursuant to the Vizient agreement, by Ortho-Clinical in the event UMMC becomes bankrupt or makes an assignment for the benefit of creditors or goes into liquidation, or if proceedings are initiated of the purpose of having a receiving order or winding up order made against UMMC, or if a UMMC applies to the courts for protection from creditors.

**Contract Amount:** The total estimated cost for the five (5) year term is $2,563,588.51. Beginning in the second year, UMMC has included a ten percent (10%) annual increase for potential volume growth and cost increases.

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

**Contractor Selection Process:** Ortho-Clinical is an approved vendor contracted with Vizient, one of UMMC’s group purchasing organizations (GPO) pursuant to Miss. Code Ann. § 31-7-13(m)(x).

**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 Ortho-Clinical Diagnostics, Inc. for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

6. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES**
AGREEMENT WITH STRYKER SALES CORPORATION

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an In-Facility Repair Services Agreement (Agreement) with Stryker Sales Corporation (Stryker) for on-location repair of stainless instrumentation, case carts, rigid containers, instrumentation, and personnel to make the repairs. The Agreement includes: on-location repair which allows instruments to be repaired and returned to circulation within hours, decreasing the need to purchase additional instrumentation and immediate use sterilization services, thus avoiding delays due to a lack of instrumentation; the service required to repair case carts and rigid containers, which house instrumentation for transport to operating rooms and sterile processing; all equipment needed for instrument repair in the main hospital sterile processing department on the UMMC Jackson campus; and off location repair as required.

Contractor’s Legal Name: Stryker Sales Corporation

History of Contract: UMMC previously contracted with Stryker to provide on-location surgical instrument repair service along with the personnel and equipment needed to make these repairs for a total cost less than $250,000, which did not require Board approval. The agreement expired in April 2019. Stryker continued to service UMMC’s instruments without an agreement in place on an as-needed basis. In December 2018, UMMC conducted Request for Proposal (RFP) No. 8013 for Sterile Processing Instrument Repair and Maintenance. Upon selection of Stryker as the lowest and best bidder, UMMC began negotiating the new agreement.

Specific Type of Contract: This is a new In-Facility Repair Services Agreement.

Purpose: The purpose of the Agreement is to provide on-location repair of stainless instrumentation, case carts, rigid containers, instrumentation, and personnel to make the repairs. The Agreement includes: on-location repair which allows instruments to be repaired and returned to circulation within hours, decreasing the need to purchase additional instrumentation and immediate use sterilization services, thus avoiding delays due to a lack of instrumentation; the service required to repair case carts and rigid containers, which house instrumentation for transport to operating rooms and sterile processing; all equipment needed for instrument repair in the main hospital sterile processing department on the UMMC Jackson campus; and off location repair, when required.

Scope of Work: Under the Agreement, Stryker will:
- provide UMMC with repair services performed by a Stryker repair specialist in an in-facility lab located at UMMC;
- provide complex repairs that cannot be completed at UMMC will be done at Stryker’s national lab in Michigan, for an additional fee;
• provide a repair specialist who will lead or assist in the management of UMMC’s instrument maintenance program;
• inspect and fully refurbish UMMC instruments, if possible, according to the manufacturer’s intent; and
• complete the customization of the in-facility lab, including but not limited to bringing building equipment for work benches, motor benches, stand-alone shelving, case goods, self-contained vacuum/exhaust systems.

Under the Agreement, UMMC will:
• provide Stryker with an in-facility lab that meets Stryker’s specifications; and
• reasonably cooperate with Stryker’s performance of the repair services.

Term of Contract: The term of the Agreement is three (3) years, from September 1, 2019, through August 31, 2022.

Termination Options: Termination options include the following:
• by either party upon written notice of a material breach or non-performance if the breach is not cured within thirty (30) days;
• by either party without cause upon ninety (90) days written notice; and
• by Stryker if payment by UMMC is more than fifteen (15) days overdue.

Contract Amount: The total estimated cost of the Agreement over the three (3) year term is $758,999.40, which includes the monthly charge of $19,416.65 for service. UMMC has also included an additional $60,000.00 to allow for incremental scope repair, as needed.

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

Contractor Selection Process: In December 2018, UMMC conducted Request for Proposal (RFP) No. 8013 for Sterile Processing Instrument Repair and Maintenance. Five (5) bidders submitted proposals, including Aesculap, Mobile Instruments, Northfield Medical, Steris, and Stryker. Proposals were evaluated based upon cost and quality so that the lowest and best proposal would be selected. The following reflects the scoring for the proposals. The overall score indicated below is based upon criteria including cost as well as other factors.
Bidder | Cost          | Overall Score Out of 100 |
--------|--------------|--------------------------|
Aesculap Option 1 | $912,000.00  | 67                       |
Aesculap Option 2 | $1,020,000.00 | 60                       |
Mobile Instruments | $821,250.00  | 75                       |
Northfield Medical | $622,800.00  | 83                       |
Steris           | $882,000.00  | 72                       |
Stryker          | $698,999.40  | 84                       |

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 Stryker Sales Corporation for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

7. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH EUROFINS VIRACOR INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Clinical Laboratory Services Agreement (Agreement) with Eurofins Viracor, Inc. (Viracor) for the provision of outside reference laboratory services. The testing that Viracor performs under this Agreement is primarily for immunology test on immunocompromised patients, such as bone marrow and HIV patients. These tests are used to help physicians identify the most effective regimen of medications to treat a particular patient.

Contractor’s Legal Name: Eurofins Viracor, Inc.

History of Contract: On August 18, 2016, the Board approved a three (3) year Clinical Laboratory Services Agreement with Viracor for the provision of referred clinical laboratory services, up to a cost of $5,287,910.36. The agreement will expire on August 31, 2019.

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

Purpose: The purpose of the Agreement is for the provision of outside reference laboratory services. The testing that Viracor performs under this Agreement is primarily for immunology test on immunocompromised patients, such as bone marrow and HIV patients. These tests are used to help physicians identify the most effective regimen of medications to treat a particular patient.
Scope of Work: Under the Agreement, Viracor will provide reference laboratory testing for UMMC at discounted prices as stated in Agreements Exhibit A and B.

Term of Contract: The term of the Agreement is three (3) years, from September 1, 2019, through August 31, 2022.

Termination Options: Termination options include the following:

- by either party immediately upon written notice if the other party files a petition or is subject to an involuntary petition filed against it under the U.S. Bankruptcy Code, or any successor statute;
- by either party if the other party is in breach of this Agreement, and such breach remains uncured for a period of thirty (30) days (fifteen days in the case of failure to make payment when due) following written notice of such breach;
- by UMMC upon thirty (30) days written notice to Viracor;
- by UMMC in the event Viracor is unable to provide services for a period of thirty (30) consecutive days as a result of a continuing force majeure event; and
- in the event of a reduction in a funds.

Contract Amount: The total estimated cost of the Agreement over three (3) years is $2,425,124.55. This includes a fifteen percent (15%) increase for potential volume and price increases beginning in year two (2) of the Agreement.

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

Contractor Selection Process: Viracor was chosen based upon its available selection of specialized virology testing and rapid turnaround times. This is a laboratory that is currently conducting reference laboratory testing for UMMC.

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 MS Medical Center and Eurofins Viracor, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. USM – REQUEST FOR APPROVAL OF A CONTRACT AMENDMENT TO EXTEND THE TERM OF ITS EXISTING BOOKSTORE SERVICES AGREEMENT WITH BARNES AND NOBLE COLLEGE BOOKSELLERS, LLC

Agenda Item Request: The University of Southern Mississippi (USM) requests approval of a contract amendment that will extend the term of its existing bookstore services agreement with Barnes & Noble College Booksellers, LLC, (Barnes & Noble).
Contractor’s Legal Name: Barnes & Noble College Booksellers, LLC

History of Contract: USM and Barnes & Noble entered into an IHL Board approved 10-year contract in July of 2004 to operate and provide bookstore services at USM’s campuses. That contract was subsequently amended effective July 1, 2011, to extend the agreement by five years from the original termination date of June 30, 2014 and create additional revenue funds and has an option to renew for up to five years, subject to mutual agreement. The contract was amended a second time effective June 1, 2017, to update the commission and revenue funds based on enrollment. A third amendment effective July 1, 2019, extended the exiting terms and conditions through September 30, 2019.

Specific Type of Contract: Amendment to Bookstore Management Services Revenue Contract

Purpose: The purpose of the contract is to operate and provide services for the bookstore at the University of Southern Mississippi. The amendment is to continue bookstore services on USM’s campuses and to maintain a partnership with Barnes & Noble by pursuing the contractual option to extend the agreement. This amendment is a result of mutual agreement by USM and Barnes & Noble to extend the contract an additional three years, increase the sales-based commission percentage, and continue the textbook scholarship fund for the new term of the agreement. The amendment sets a new contractual termination date of June 30, 2022.

Scope of Work: Under the amended agreement, USM and Barnes & Noble will make the following changes:

1. The term of the bookstore services agreement is extended through June 30, 2022.

2. Section 18 (Guaranteed Payment/Percentage of Sales) –
   Revise the sales commission structure as follows:

   Current Commission Percentage Payment

   14.2% of all gross sales excluding Digital Course Materials
   7% of all gross sales of Digital Course Materials

   OR

   Minimum Annual Guarantee

   $700,000
New Commission Percentage Payment

14.6% of all gross sales up to $5,000,000
16.0% of all gross sales over $5,000,000

7% of all gross sales of First Day and eTextbooks

OR

Guaranteed Amount

Extension Year 1: $700,000

Barnes & Noble will provide a Guaranteed Amount in all future years of this agreement that will be an amount equal to 90% of the Calculated Sales Commission of the immediately preceding year.

3. **Section 30 (Other Payments by Barnes & Noble)** –

The ten thousand dollars ($10,000) “Alumni Affinity Program Payment” will continue.
The “Foundation Fund Payment” will be increased from two thousand five hundred dollars ($2,500) to ten thousand dollars ($10,000) annually.

Barnes & Noble will pay an additional five thousand dollars ($5,000) annually to be used at the discretion of the university.

The “Student Textbook Scholarship Payment” will be updated for Barnes & Noble to provide $80,000 annually toward textbook rentals for the term of the contract.

4. **Other Terms and Conditions** –

Minor revisions to existing terms and conditions to reflect current standards. All other terms and condition conveyed in the original agreement executed July 1, 2004, and subsequent amendments/addendums remain in effect.

**Term of Contract**: The effective date of this amendment will be September 1, 2019 with a termination date of June 30, 2022.
**Termination Options:** Either party has the right to terminate the Agreement without cause by providing the other party one hundred twenty (120) days written notice. If this Agreement is terminated by USM without cause prior to the Facility Investment, and signing bonus being fully depreciated, then USM shall reimburse B&N for any portion of the approved Facility Investment and signing bonus, all that is not yet depreciated, and the Facility Investment and the Renovation shall remain the property of USM. If this Agreement is terminated by B&N without cause prior to the Facility Investment and signing bonus being fully depreciated, then USM shall not reimburse B&N for any portion of the approved Facility Investment and signing bonus not yet depreciated, and the Facility Investment and the Renovation shall remain the property of USM.

The University may terminate the Agreement if Barnes & Noble fails to remain compliant with the E-Verify clause (Section 32) and may terminate without penalty in the event Barnes & Noble fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality of any cardholder data (Section 33).

**Contract Amount:** This is a revenue producing contract to USM. The following schedule shows the projected revenues under the extension:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Projected Commission</th>
<th>Other Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$970,177.29</td>
<td>$105,000.00</td>
</tr>
<tr>
<td>2021</td>
<td>$980,678.42</td>
<td>$105,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>$991,287.54</td>
<td>$105,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,942,143.24</strong></td>
<td><strong>$315,000.00</strong></td>
</tr>
</tbody>
</table>

**Funding Source of Contract:** This is a revenue contract funded by Barnes & Noble.

**Contractor Selection Process:** An Intent to Negotiate (ITN) was issued during fiscal year 2003. Three proposals were received. The top three proposals were Barnes & Noble, Follett, and Valadis/Greater Nebraska. The institution selected Barnes & Noble based on the best proposal received. An amendment negotiated between USM and Barnes & Noble in 2011 included greater financial incentives and a 5-year extension added to the original agreement’s end date. The second amendment in 2017 modified revenue to address a contractual clause brought into effect based on a decline in FTE. The University believes that Barnes & Noble has offered an acceptable proposal to execute an extension as outlined in the agreement.

**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 Southern Mississippi and Barnes and Noble College.
Booksellers, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. **USM – REQUEST FOR APPROVAL OF CPA AUDITING FIRM**

**Agenda Item Request:** University affiliated entity requests approval to engage the following CPA firm to conduct the annual audit for 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.*

<table>
<thead>
<tr>
<th>University Affiliated Entity</th>
<th>CPA Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Southern Mississippi Research Foundation</td>
<td>Wright, Ward, Hatten &amp; Guel, PLLC</td>
</tr>
</tbody>
</table>

**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 Entity’s fiscal year for which the audit will be conducted.* Board staff recommends approval of this item.
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 §903(B), Legislative Funding Requests**

The Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit an annual request for capital improvements and repair and renovation for approval by the Board prior to its submission to the Legislature. These requests shall be submitted for Board approval in May of each year. In developing the list of requests, the Commissioner shall consider institutional priorities, missions, enrollment, campus square footage, building conditions, comparative funding and other appropriate criteria. The Board shall then approve and furnish to the Legislature each year a priority list of the capital improvements and repair and renovation projects for all institutions under its control. Projects which are not approved by the Board shall not be submitted to the Legislature by any institution. In addition, priorities and requests of the individual institutions may not be presented or communicated to any individual legislators without the prior approval of the Board.

The Board approved priority lists of capital improvement and repair and renovation projects will be submitted to the Governor’s Office of General Services and the Bureau of Building, Grounds and Real Property Management through the Board’s Real Estate and Facilities Office.
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.

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 §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

IHL PROJECTS ..................................................

1. UM – IHL 207-457 – Track and Field Locker Rooms

Project Request: The University of Mississippi requests approval to initiate a project, Track and Field Locker Rooms, and to appoint Weir Boerner Allin Architecture as the design professional.

Proposed Project Professional: Weir Boerner Allin 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.

Purpose: The University of Mississippi 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 design phase of the project.

Project Scope: The scope of the project includes the construction of a new track and field locker room building on the north side of the existing track. The building is anticipated to be approximately 6,000 GSF and will be constructed using brick and cast stone under a pitched standing seam metal roof. Accommodations include lockers rooms, showers, a recovery room, laundry, mud room, and storage. The University of Mississippi is seeking to initiate the project and appoint the design professional 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:** August 15, 2019

**Date of Original Construction:** New Building

**Date of Last Renovation:** N/A

**Proposed Project Budget:**

<table>
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<tr>
<th>Description</th>
<th>Estimated Cost</th>
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</thead>
<tbody>
<tr>
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**Proposed Funding Source(s):** Internal R&R ($2,200,000)

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

**APPROVAL OF BUDGET INCREASES AND/OR CHANGES OF SCOPE/FUNDING SOURCE(S)**

**BUREAU OF BUILDING PROJECTS ..................................................**

2. **ASU – GS 101-313 – Pre-Plan Eunice Powell Hall Renovations**

**Project Request:** Alcorn State University requests approval to increase the budget for the Pre-Plan Eunice Powell Hall project. The budget will increase from 50,000.00 to $770,000.00, for an increase of $720,000.00. In addition, ASU requests to add SB 3065, Laws of 2019 as a funding source to allow for the $720,000 increase to the project.

**Current Project Phase:** Design Phase

**Design Professional:** Salmon Architects

**General Contractor:** TBD
Prior Budget Increases: The project was initiated with the Board in October of 2018 with a pre-plan project budget of $50,000.00. This is the first budget escalation request made for this project by the university.

Purpose/Justification: The university is seeking approval to add funds received in the 2019 Legislative Session for this project. These additional funds will not bring the total project budget up to $1M, but since the project is anticipated to exceed $1M with future 2020 Legislative Funding the university is seeking Board approval on this project as a project that exceeds $1M.

Project Scope: This project will allow the university to make improvements to the building envelope and mechanical systems which will ultimately improve the building appearance and operational/maintenance efficiency.

Alcorn State University is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget increases and changes in funding sources/scope to the Board for approval.

Project Initiation Date: October 18, 2018

Proposed Project Budget:

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Proposed Funding Source(s): SB 3065, Laws of 2019 ($720,000); HB 1649, Laws of 2018 ($50,000)

Staff Recommendation: Board staff recommends approval of this item.
3. **USM – IHL 208-337 – Union Plaza Renovation**

**Project Request:** The University of Southern Mississippi requests approval to increase the budget for the Union Plaza Renovation project. The budget will increase from $150,000.00 to $2,400,000.00, for an increase of $2,250,000.00.

**Current Project Phase:** Design Phase

**Design Professional:** Neel-Schaffer, Inc.

**General Contractor:** TBD

**Prior Budget Increases:** The project was initiated with the Board in November of 2018 with a pre-planning project budget of $150,000.00 for design fees only. This is the first budget escalation request made for this project by the university.

**Purpose/Justification:** The project budget was established for preplanning purposes only until a more accurate cost estimate could be determined by the university. Now that USM has completed schematic design a more accurate cost estimate has been established by the university. The University of Southern Mississippi is seeking to increase the project budget to reflect the more accurate cost figures.

**Project Scope:** The scope of the project includes, but not limited to, the renovation of the Union Plaza. The project will include new walkways, multilevel patios, a mini-amphitheater, new landscaping, electronic kiosk directories, and outdoor seating areas. This will create a more inviting place for university students, faculty, staff, and game day patrons to enjoy the outdoors and events.

The University of Southern Mississippi is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget increases and changes in funding sources/scope to the Board for approval.

**Project Initiation Date:** November 15, 2018
Proposed Project Budget:

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Proposed Funding Source(s): Student Affairs Capital Improvement Fees ($2,400,000)

Staff Recommendation: Board staff recommends approval of this item.

APPROVAL OF OTHER REAL ESTATE REQUESTS

4. MSU – Granting of a Utility Easement to the City of Starkville - Electric

Project Request: Mississippi State University requests permission to grant a utility easement to the City of Starkville or its successors or assigns for underground electric power to service the new College View Apartment Complex located on MSU land adjacent to the main campus in Starkville.

Purpose: Board approval is needed to execute the right-of-way utility easement between MSU and the City of Starkville for the College View Apartment Complex project.

Property Description: A parcel of land containing 0.35 acres more or less, and being situated in the SE ¼ of Section 35, Township 19 North, Range 14 East, City of Starkville, Oktibbeha County, Mississippi.
Terms of Easement: The easement grants a right-of-way easement for an underground electric power and/or communications facilities, or the removal thereof, now or in the future, including, but not limited to, manholes, handholds, vaults, conduits, switchgear, termination cabinets, cables, transformers, switches, and any and all other necessary equipment, structures, material and appurtenances, now or hereafter used, in connection therewith.

Termination Options: No termination options

Mississippi State University is acting in accordance with Board Policy §905(A), Real Estate Management, which requires prior Board approval for the execution of all leases, easements, oil and mineral leases, and timber sales. A copy of the legal description of the access easement is on file with the Office of Real Estate and Facilities.

Staff Recommendation: The Attorney General’s Office has reviewed and approved this item. Board staff recommends approval of this item.

5. MSU – Granting of a Utility Easement to the City of Starkville - Water

Project Request: Mississippi State University requests permission to grant a utility easement to the City of Starkville or its successors or assigns for location of an underground water line to service the new College View Apartment Complex located on MSU land adjacent to the main campus in Starkville.

Purpose: Board approval is needed to execute the right-of-way utility easement between MSU and the City of Starkville for the College View Apartment Complex project.

Property Description: A parcel of land containing 0.76 acres more or less, and being situated in the SE ¼ of Section 35, Township 19 North, Range 14 East, City of Starkville, Oktibbeha County, Mississippi.

Terms of Easement: The easement grants a right-of-way for an underground water line, together with a right of ingress and egress to the same.

Termination Options: No termination options

Mississippi State University is acting in accordance with Board Policy §905(A), Real Estate Management, which requires prior Board approval for the execution of all leases, easements, oil and mineral leases, and timber sales. A copy of the legal
description of the access easement is on file with the Office of Real Estate and Facilities.

Staff Recommendation: The Attorney General’s Office has reviewed and approved this item. Board staff recommends approval of this item.

6. **USM – Delete from Inventory – Building #882- Hattiesburg Campus**

**Project Request:** The University of Southern requests approval to delete from inventory and demolish Building #882 located on the Hattiesburg campus.

**Justification:** USM is seeking to delete the building from inventory and demolish the structure. The building has served as the Shafer Center but is now a vacant residential structure and is in complete disrepair.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #882 was not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities. The University of Southern Mississippi 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.
1. **ASU – APPROVAL OF DR. FELECIA M. NAVE AS LEGISLATIVE LIAISON**

   Alcorn State University requests approval of Dr. Felecia M. Nave as one of its legislative liaisons.

   **STAFF RECOMMENDATION:** Board staff recommends approval of this item.

2. **ASU – APPROVAL OF MARCUS D. WARD AS LEGISLATIVE LIAISON**

   Alcorn State University requests approval of Marcus D. Ward as one of its legislative liaisons.

   **STAFF RECOMMENDATION:** Board staff recommends approval of this item.

3. **MSU – APPROVAL TO MODIFY CONTRACT WITH CONLEY ROSE, P.C. AS OUTSIDE COUNSEL**

   Mississippi State University requests approval to modify a contract with Conley Rose, P.C., to provide services necessary in assisting the University with various patent applications, specifically in the areas of software patents, analysis of intellectual property, prosecution of patent applications, trademark registration applications, copyright registration applications, preparing and negotiating agreements and other related intellectual property and commercialization issues. The initial contract had an effective date of August 17, 2018. This Modification will extend the contract term for one year, or through August 16, 2020. Section VI. Payment Terms will be modified as follows: “Hourly rates shall remain at $290 per hour for attorneys and $175 per hour for paralegals. To help manage per-project costs, University may also pay the Attorney/Law Firm on a flat-rate basis for preparing and filing patent applications. Flat-rate filings for provisional patent applications will not exceed $5,000 per filing and flat-rate filing for non-provisional patent applications will not exceed $15,000 per filing. These rates will be negotiated on a case-by-case basis and the most cost-efficient “rate basis” for the University will be determined and agreed upon.” The maximum amount payable under this contract term is $50,000. This firm carries professional liability insurance in the amount of $5,000,000 per claim with an annual aggregate of $5,000,000. All other provisions of the Agreement for Legal Services shall remain in effect. This request has been approved by the Attorney General.

   **STAFF RECOMMENDATION:** Board staff recommends approval of this item.

4. **MSU – APPROVAL TO MODIFY CONTRACT WITH JONES WALKER, L.L.P. AS OUTSIDE COUNSEL**

   Mississippi State University requests approval to modify a contract originally with the firm Watkins Ludlam Winter & Stennis P.A., now known as Jones Walker L.L.P., to
provide services necessary in connection with the issuance of bonds for the financing of
the construction and acquisition of buildings for Mississippi State University. The initial
contract entered into on August 25, 2010 was modified by Modifications 1-8. Proposed
Modification #9 will extend the term until August 24, 2020. This firm carries
professional liability insurance in the amount of $50,000,000 per claim with an annual
aggregate of $100,000,000. All other provisions of the Agreement for Legal Services
dated August 25, 2010, as amended, shall remain in effect. This request has been
approved by the Attorney General.

STAFF RECOMMENDATION: Board staff recommends approval of this item.
APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

Mississippi University for Women
Laura Ball; hired with tenure; Professor of Speech Language Pathology; Department of Speech-Language Pathology in the College of Nursing and Health Sciences; salary $96,000 per annum, pro rata; E&G funds; 9-month contract; effective August 15, 2019

Mississippi Valley State University
Larry Chappell; rehired retiree; Professor of Social Sciences; salary $25,237 per annum, pro rata; E&G Funds; 9-month contract; effective August 19, 2019

Bettye Farmer; rehired retiree; Assistant Professor of English & Foreign Languages; salary $22,000 per annum, pro rata; E&G Funds; 9-month contract; effective August 19, 2019

Edgar Holman, Jr.; rehired retiree; Instructor of Math, Computer and Information Science; salary $28,439 per annum, pro rata; E&G Funds; 9-month contract; effective August 19, 2019

Roy Hudson; retired retiree; Assistant Professor English & Foreign Languages; salary $25,000 per annum, pro rata; E&G Funds; 9-month contract; effective August 19, 2019

John Johnson; rehired retiree; Special Assistant to Director of Mass Transit; salary $37,380 per annum, pro rata; Grant Funds; 12-month contract; effective July 1, 2019

Ronald Love; rehired retiree; Associate Professor of Social Sciences; salary $30,000 per annum, pro rata; E&G Funds; 9-month contract; effective August 19, 2019

Chresteen Seals; rehired retiree; Site Coordinator, Distance Education; salary $21,651 per annum, pro rata; E&G Funds; 10-month contract; effective August 1, 2019

Willie Totten; rehired retiree; Assistant Football Coach, Department of Athletics; salary $30,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

Gwendolyn Vaughn; rehired retiree; Instructor of Health, Physical Education and Recreation; salary $30,000 per annum, pro rata; E&G Funds; 9-month contract; effective August 19, 2019

Vincent Venturini; rehired retiree; Part-time Visiting Professor, Department of Social Work; salary $22,473 per annum, pro rata; E&G Funds; 9-month contract; effective August 19, 2019
Harvey Wardell; rehired retiree; Assistant Professor of Health, Physical Education and Recreation; salary $22,500 per annum, pro rata; E&G Funds; 9-month contract; effective August 19, 2019

Raymond Williams; rehired retiree; Professor of Math, Computer and Information Science; salary $33,102 per annum, pro rata; E&G Funds; 9-month contract; effective August 19, 2019

University of Mississippi
Scott Richard MacKenzie; hired with tenure; Associate Professor of English; Department of English; salary $80,000 per annum, pro rata; E&G Funds; 9-month contract; effective July 1, 2019

2. Change of Status

Jackson State University
Wilbur Walters; from Interim Dean and Associate Professor for College of Science, Engineering, and Technology; salary $131,250 per annum, pro rata; E&G Funds; 12-month contract; to Dean for College of Science, Engineering, and Technology; salary $165,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

Debra Mays-Jackson; from Vice President/Chief of Staff, Office of the President; salary $185,000 per annum, pro rata; E&G Funds; to Vice President for Student Success and Chief of Staff, Office of the President; salary $200,000 per annum, pro rata; E&G Funds; effective July 1, 2019

Mississippi State University
Julie B. Jordan; from Associate Vice President, International Programs & Executive Director, International Institute; Division of Research; salary $157,325 per annum, pro rata; E&G Funds; 12-month contract; to Interim Vice President for Research & Economic Development; Division of Research; salary $227,325 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

3. Tenure

University of Mississippi
Graham Bodie; Professor of Integrated Marketing Communications; School of Journalism and New Media; effective August 15, 2019
1. **SYSTEM – RETROACTIVE APPROVAL OF A RESOLUTION HONORING DR. BETTYE HENDERSON NEELY**

Retroactive approval is requested for the resolution honoring Dr. Bettye Henderson Neely, a former IHL trustee. A copy of the resolution was presented to Dr. Neely at her retirement celebration in July and will be spread upon the minutes following approval by the Board.

**Staff recommendation:** Board staff recommends this item for the Board’s consideration.
1. **JSU – APPROVAL OF NEW ACADEMIC UNIT**

Board Policy 502: New Academic Programs and Units states: “Requests to establish new degree programs, colleges, schools, departments, institutes, and centers will be considered by the Board on a schedule and in accordance with guidelines and procedures to be determined by the Commissioner after consultation with the Institutional Executive Officers. In developing such guidelines and procedures, the Commissioner shall consider state, system, and institutional priorities, institutional missions, institutional performance, comparative funding, market demand, and other appropriate criteria.”

In accordance with Board policy, approval is requested for the following new academic unit:

**COLLEGE**

a. **Jackson State University of (JSU)** requests approval of the **College of Health Sciences**. Jackson State University proposes to incorporate existing organizational units in the School of Social Work and the School of Public Health into a newly named College of Health Sciences. Consolidation of two major schools under the College of Health Sciences will significantly enhance the academic and research prominence of both units. Students will benefit from complementary academic options and broader collaborative interactions between faculty. The proposed College of Health Sciences would increase JSU’s standing in the public health and social welfare landscape as well as higher education. It affords a more competitive platform for recruiting quality students, networking with industry professionals and creating partnerships and internships for Health Science and Health Services students. The cost of implementation will be minimal for signage as each of the existing units within the proposed College of Health Sciences currently have approved individual budgets.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

2. **JSU – APPROVAL OF ACADEMIC UNIT MODIFICATION**

Board Policy 502: New Academic Programs and Units states: “Requests to establish new degree programs, colleges, schools, departments, institutes, and centers will be considered by the Board on a schedule and in accordance with guidelines and procedures to be determined by the Commissioner after consultation with the Institutional Executive Officers. In developing such guidelines and procedures, the Commissioner shall consider state, system, and institutional priorities, institutional missions, institutional performance, comparative funding, market demand, and other appropriate criteria.”

In accordance with Board policy, approval is requested for the following academic unit modifications:
b. Jackson State University (JSU) requests permission to reorganize one existing school and two existing units: School of Social Work, Public Policy and Administration and Urban and Regional Planning. The School of Social Work will remain a stand-alone unit within the proposed College of Health Sciences. The new Head of the School of Public Health will serve as Dean of the new College. Public Policy and Administration will become a department within the College of Liberal Arts. Urban and Regional Planning will become a department within the College Science, Engineering, and Technology. This request is being made to provide efficiencies and allow disciplines to complement and reinforce each other with qualified faculty providing fundamental knowledge in each respective area or discipline. The anticipated cost of implementation is minimal for signage as each of the existing units currently have approved individual budgets.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

3. SYSTEM – APPROVAL OF NEW BOARD POLICY 523 – APPLIED BACCALAUREATE DEGREE AND WAIVER OF SECOND READING

Board approval is requested for waiver of first reading and for final approval of Board Policy 523 – Applied Baccalaureate Degree

523 Applied Baccalaureate Degree

The applied baccalaureate degree is specifically intended to serve the needs of adults who have completed a technical associate degree program, such as an Associate of Applied Science (AAS) from a SACSCOC accredited community college in the state of Mississippi or comparable regionally accredited community college from another state. The applied baccalaureate degree is an accelerated pathway designed to assist adult learners who need additional education to advance their careers. Building upon the AAS or other technical associate degree program, the applied baccalaureate degree prepares adult learners to assume leadership roles and make a greater contribution in the workplace.

The AAS degrees offered in Mississippi follow the 30/45/60 stackable credential model. At 30 hours, a career certificate is awarded. At 45 hours, a technical certificate is awarded. At 60 hours, an AAS degree is awarded. The AAS degree requires 15 credit hours of general education core courses. The general education core courses earned as part of the AAS may be accepted as satisfying half of the general education requirements for the applied baccalaureate degree. Provided the general education component of this degree program complies with SACSCOC, an IHL institution may exercise flexibility in determining the remaining general education core requirements for
the applied baccalaureate degree based on specific needs of adult learners in the workplace.

The minimum number of hours required in the applied baccalaureate degree is 120 credit hours, which may include 60 hours of credit with a 2.0 GPA earned as part of the AAS degree. Credits earned through prior learning assessment and competency-based education may be included as part of the 120 hours. Credits may be earned online, using blended formats, or through courses taught in the evenings or weekends in order to accommodate working adult learners. Of the 120 credit hours, 30 shall be completed in residence at the degree-awarding institution and 30 shall be upper-division credit.

Each IHL institution may offer an applied baccalaureate degree as a new baccalaureate degree. In cases where applied baccalaureate degrees already exist, they may be redesigned to meet the criteria set forth in this policy. An IHL institution may choose to offer more than one applied baccalaureate degree.

STAFF RECOMMENDATION: Board staff recommends approval of this item for waiver of first reading and final approval.
1. **UMMC– REQUEST TO APPROVE BOND RESOLUTION TO REFUND SERIES 2010A BONDS FOR NET PRESENT VALUE SAVINGS AND ISSUE UP TO $4 MILLION TO FINANCE CAPITAL EXPENDITURES**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests permission to issue through the Medical Center Educational Building Corporation (MCEBC) revenue bonds in one or more tax-exempt series to finance certain improvements and other capital expenditures, including but not limited to, upgrades to the HVAC system of the Medical Center, and to refund the outstanding Build America Bonds, Series 2010A (University of Mississippi Medical Center Facilities Expansion and Renovation Project – Direct Payment – Federally Taxable) of MCEBC (the “Series 2010A Bonds”). The Mississippi Hospital Equipment and Facilities Authority (“MHEFA”) is in the process of refinancing the MHEFA/Grenada Lake Medical Center debt on which UMMC’s lease payments to Grenada Lake Medical Center are primarily based. The combined savings from refunding the Series 2010A Build America Bonds and the lower Grenada Lake Medical Center rent payments will cover the debt service on the up to $4,000,000 of bonds being issued to finance the 2019 capital expenditures.

UMMC also requests the payment of costs of issuance, sale and delivery of the bonds and approval of necessary bond documents.

UMMC also requests that the Board review and approve the financial adviser’s report provided by Hilltop Securities.

Following are the professionals:

- Financial Advisor – Hilltop Securities
- Bond Counsel – Jones Walker LLP
- Underwriters – JP Morgan, Wells Fargo, Raymond James

**Contractor’s Legal Name:** JP Morgan, Wells Fargo, Raymond James

**History of Contract:** MCEBC previously issued Series 2010A bonds as Build America Bonds (BABs). This contract was proposed as part of the financial review process by Hilltop Securities and the underwriters. UMMC can realize a significant savings by refunding the Series 2010A bonds. UMMC can realize an overall net present value savings of approximately $2,853,957 million or “11.47% savings” as noted in the report of June 19, 2019, subject to market movements between authorization and execution.

**Specific Type of Contract:** These bonds will be issued at fixed rates with a term that will clearly mirror the existing amortization schedules.

**Purpose:** The primary purpose of issuing the bonds is to realize interest rate savings for UMMC by refunding the Series 2010A bonds. A second purpose of issuing the bonds to
finance various improvements to the facilities of UMMC without an increase in overall annual debt service obligations as a result of the refinancing transactions described above.

**Scope of Work:** Preparation and sale of the bonds and related financial analysis and legal work.

**Term of Contract:** The term of the new bonds will closely match the term of the existing debt which is being refinanced.

**Termination Options:** n/a

**Contract Amount:** MCEBC expects to issue up to $30,500,000 million par value in fixed rate bonds for the purposes set forth above.

**Funding Source for Contract:** Patient Revenues

**Contractor Selection Process:** Underwriters were selected based on past experience, the firm’s unsolicited proposals, and on-campus interviews. Financial advisor and bond counsel approved at June 20, 2019 meeting.

**Staff Recommendation:** According to Board Policy 906 - Educational Building Corporations, “Following the Board’s approval of the project initiation, the institution shall return to the Board at a subsequent meeting and present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations for the specific project…

Prior to Board consideration of an institution’s request to issue debt of the educational building corporation to refinance outstanding debt of the institution or the educational building corporation, the financial advisor must provide the Board with an independent analysis showing potential net present value (NPV) savings based on current market conditions. The institution’s request must include naming the bond counsel and senior underwriter(s) selected by the board of the educational building corporation. After consideration of the financial advisor’s analysis and other factors that the Board deems material, the Board may approve the issuance of debt by the educational building corporation, in the discretion of the authorized representatives of the educational building corporation to refinance outstanding debt of the institution or the educational building corporation, which authorization may be conditioned on the specific level of NPV savings being achieved.”

The financial advisor’s report was presented for consideration at the June 2019 Board meeting. Bond documents are under review by Board staff.
2. **UM- REQUEST TO ENTER INTO A SERVICES AGREEMENT WITH AETNA STUDENT HEALTH**

**Agenda Item Request:** The University of Mississippi (UM) requests approval to contract with Aetna Student Health for the Graduate Assistant and International student health insurance plan.

**Contractor’s Legal Name:** Aetna Student Health (ASH)

**History of Contract:** This is a new agreement. The current policy term expires on August 14, 2019, and this policy will have an effective date of August 15, 2019, in order to provide continuous coverage. UM is seeking approval of the new policy offer as some policy terms have been amended to keep premiums at a rate that is affordable for both enrolled students and UM.

**Specific Type of Contract:** Group Health Insurance

**Purpose:** The purpose is to provide group health insurance coverage that complies with the federal Affordable Care Act and immigration law to students who are employed as graduate assistants and to international students. Both categories of student are required by UM to have health insurance – the graduate assistants because of their status as part-time employees and the international students because of federal immigration law requirements. The proposed coverage is optional and students may opt out of the program by showing evidence of other health insurance. Aetna will provide the insurance, to include standard medical coverage and pharmaceuticals, and UM will assist in transmitting rosters of student participants and collecting student payments.

In addition, this program will ensure that students have access to health insurance at rates lower than ones individual students could obtain on the open market. The group rate (annual premium of approximately $2,314) is substantially lower than the rate for an individual insurance plan and is the same as the prior year. Such plans are very common among universities with doctoral programs, with approximately 80% of peer institutions having a similar institutionally supported insurance program.

**Scope of Work:** Under the agreement, ASH will provide group insurance coverage to approximately 800 graduate assistants per year and approximately 500 international students (both graduate and undergraduate).

**Term of Contract:** The length of the contract is one (1) year - August 15, 2019 through August 14, 2020, with options for mutually agreed upon annual renewals for up to three (3) years.

**Termination Options:** UM will be able to terminate the arrangement at the end of each year. Premium rates are locked in place by a signed binder on an annual basis.
Contract Amount: The total premium paid is dependent on the number of student participants. Based on prior year participation rates and projected FY 2020 enrollment forecasts, the estimated FY 2020 net premiums paid are expected to be approximately $2.5 million. Approximately $1.7 million of this estimate pertains to graduate assistants, and $825,000 is estimated for international student premiums.

Funding Source of Contract: The insurance program will be funded by several sources – institutional funds, direct billing of student accounts, payroll deductions to students and funds received on behalf of students from externally funded grants and contracts.

Graduate assistant premiums are funded from a combination of all of the available sources while premiums for international students are completely covered by direct student billing.

Contractor Selection Process: Aetna was selected through an open bid process following state procurement guidelines prior to FY2014. Although prior Board approval included policy renewal, this submission is being made because policy terms are not identical.

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 and Aetna Student Health for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. UMMC – REQUEST TO ENTER INTO AN SERVICES AGREEMENT WITH BAXTER HEALTHCARE CORPORATION

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an Exactamix Compounder Lease and Abacus Software License Agreement with Baxter Healthcare Corporation to lease three (3) Exactamix 2400 Compounder equipment and to license the Exactamix Compounder and Abacus software that run the equipment.

Contractor’s Legal Name: Baxter Healthcare Corporation (Baxter)

History of Contract: UMMC has utilized the Exactamix compounding equipment without a formal agreement in place. Since early 2017, UMMC has attempted to negotiate a long-term lease agreement with Baxter for the equipment, but various factors significantly delayed the vendor’s ability to finalize terms of the agreement, including Hurricane Maria in 2017 that devastated Puerto Rico and damaged Baxter’s three (3) manufacturing facilities located there. UMMC also purchases supplies used with the equipment separately from this Exactamix Compounder Lease and Abacus Software License Agreement. Purchases are made on an as-
needed basis through Vizient, one of UMMC’s group purchasing organizations (GPO) pursuant to Miss. Code Ann. § 31-7-13(m)(x).

**Specific Type of Contract:** Exactamix Compounder Lease and Abacus Software License Agreement

**Purpose:** Under the agreement, UMMC will lease three (3) Exactamix 2400 Compounder equipment and license the Exactamix Compounder and Abacus software that run the equipment. The Exactamix equipment is used to prepare total parental nutritional support solutions to adult and pediatric patients. These solutions deliver nutrition to patients that cannot eat by mouth or other enteral means such as tube feedings, which provide needed nourishment to allow for healing. The Exactamix Compounder software is the embedded software that runs the equipment itself. The Abacus software powers the Exactamix equipment, allowing information entered into Epic, UMMC’s electronic health record, to be sent to the intravenous compounding station and ensuring appropriate mixing and volume of admixtures to product patient specific TPN formulations. The software ensures safe compounding of TPN through hard stops and limitations set by pharmacy specialists.

**Scope of Work:** Under this agreement, Baxter will:

- lease to UMMC, two (2) Exactamix 2400 Compounder units and related components for live productions,
- lease to UMMC, one (1) Exactamix 2400 Compounder units and related components for use as a back-up only,
- license the embedded Exactamix compounder software,
- provide a single workstation license for the Abacus software,
- repair or replace defective equipment,
- provide 24/7 technical support for warranted equipment and software, and
- make software updates and modifications available to UMMC.

**Term of Contract:** The term of this agreement is five (5) years, from September 1, 2019 through August 31, 2024.

**Termination Options:** The agreement may be terminated as follows:

- in the event the equipment or software becomes, or is likely to become, the subject of an intellectual property infringement claim, Baxter may terminate the agreement upon notice,
- by either party with cause, provided that the breaching party has been notified in writing and failed to cure the material breach within sixty (60) days of the date of the breach notification, and
- by UMMC upon ninety (90) days’ written notice in the event funds are not available.
**Contract Amount:** The total estimated cost over the five (5) year term is $155,911.20. The flat monthly cost of $2,598.52 includes two (2) pieces of live equipment, one (1) backup equipment, and the Abacus software license.

**Funding Source of Contract:** The agreement will be funded by patient revenues.

**Contractor Selection Process:** The Exactamix compounder equipment qualifies as clinical commodities under Miss Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-13. The Abacus software is a sole source purchase as the software is the only software that will direct the Exactamix compounders that UMMC operates. No other vendor may sell or distribute the software to be used with the leased Exactamix equipment. In May 2018, UMMC advertised its intent to purchase the Abacus software as sole source in accordance with procurement regulations and received no objections.

**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. Legal Staff has reviewed the proposed Lease Agreement between the University of Mississippi Medical Center and Baxter Healthcare Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. **UMMC – REQUEST APPROVAL TO ENTER SERVICES AGREEMENT WITH SIEMENS MEDICAL SOLUTIONS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Service Agreement (MSA) and Service Schedule No. 1-QEPTIY with Siemens Medical Solutions USA, Inc. (Siemens) to provide service and maintenance repair for imaging equipment currently owned by UMMC. The Schedule will allow for planned maintenance inspections as well as unscheduled repair services for the imaging equipment. The Schedule is needed to ensure that the equipment is maintained in safe working order according to the manufacturer’s recommendations and to maximize the uptime of the equipment. UMMC also requests approval to remove equipment covered by the Schedule as needed without requiring prior submission for Board approval whereas the total contract amount does not increase.

**Contractor’s Legal Name:** Siemens Medical Solutions USA, Inc.

**History of Contract:** On August 21, 2014, the Board approved a five (5) year agreement with Siemens for the planned maintenance, inspection, and unscheduled or breakdown repair services for UMMC-owned imaging equipment, up to a cost of $8,113,908.00. The agreement will expire on August 31, 2019. UMMC negotiated the MSA to establish the general business and legal terms for future Service Schedules between the parties. The MSA will be incorporated into each Service Schedule, but in the event of a conflict, the terms of
the Service Schedule will control. Therefore, each Service Schedule will be a separate, standalone agreement. This is the first Service Schedule under the new MSA.

**Specific Type of Contract:** This a new Master Service Agreement and Service Schedule.

**Purpose:** The purpose of the MSA is to establish the general business and legal terms for future Service Schedules between the parties. The purpose of the Schedule is to provide service and maintenance repair for imaging equipment currently owned by UMMC. The Schedule will allow for planned maintenance inspections as well as unscheduled repair services for the imaging equipment. The Schedule is needed to ensure that the equipment is maintained in safe working order according to the manufacturer’s recommendations and to maximize the uptime of the equipment.

**Scope of Work:** Under the agreement, Siemens will:
- provide service and maintenance on sixteen (16) pieces of equipment;
- provide training courses and educational offerings;
- supply necessary parts required because of normal wear and tear or otherwise deemed necessary by Siemens;
- provide all maintenance and commercially available updates for equipment that utilizes Siemens operating system software;
- guarantee that equipment will function at least 95-98% of the time; and
- guarantee phone and on-site response times when assistance is requested by UMMC.

Under the agreement, UMMC will:
- give Siemens service personnel reasonable access to the equipment;
- clean and decontaminate the equipment after contact with blood or potentially infectious material;
- provide Siemens with on-site and remote access to the equipment; and
- remove equipment from coverage under the Service Schedule upon thirty (30) days prior written notice.

**Term of Contract:** The term of the MSA is five (5) years, from September 1, 2019, through August 31, 2024. However, the MSA will remain in effect and continue to apply to any future Service Schedule that extends beyond August 31, 2024. The term of the Service Schedule No. 1-QEPTIY is five (5) years, from September 1, 2019, through August 31, 2024.

**Termination Options:** The MSA may be terminated as follows:
- by UMMC upon thirty (30) days’ written notice to Siemens;
- by UMMC on July 1 each year upon thirty (30) days’ written notice in the event funds are not available;
- by either party upon default by the other party; and
- immediately for cause upon Siemens’ breach of any of the following ongoing representations and warranties that Siemens, its officers, directors and employees:
are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
o 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 or any state healthcare programs;
o are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
o are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Siemens being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
o if Siemens is to receive any patients' personal health information, Siemens represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.

The Schedule may be terminated as follows:
- by Siemens in the event UMMC fails to provide or maintain the remote access connection;
- by UMMC upon thirty (30) days’ written notice to Siemens; and automatically in the event the MSA is terminated.

**Contract Amount:** The total estimated cost of the Schedule over the five (5) year term is $5,436,487.51. The cost of service on the equipment is $4,727,380.44 to be paid in monthly installments over the term of the Schedule. The monthly installments vary based on the equipment in service and the potential for annual price increases. UMMC has also included an additional fifteen percent (15%), or $709,107.07, for variable fees for service required but not included in the service plan, such as afterhours coverage, special handling fees, and accessories.

**Funding Source for Contract:** The Agreement will be funded by hospital patient revenue.

**Contractor Selection Process:** Due to state and Joint Commission requirements for radiology equipment, service personnel must be certified by Siemens.

**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 MS Medical Center and Siemens Medical Solutions USA, Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
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.
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.

APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS

IHL PROJECTS ................................................

1. UM – IHL 207-456 – Brevard Hall – 3rd Floor BioMed Department

   **Project Request:** The University of Mississippi requests approval to initiate a project, Brevard Hall-3rd Floor BioMed Department, and to appoint McCarty Architects as the design professional.

   **Proposed Project Professional:** McCarty Architects

   **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.

   **Purpose:** The University of Mississippi 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 design phase of the project.

   **Project Scope:** Brevard Hall (formerly Old Chemistry Building) is one of the buildings on campus that houses the School of Engineering (SOE). In 2017, the SOE added the new Biomedical Engineering Program. The enrollment for the new program is beginning to rise and requires dedicated space within the school. The SOE wishes to renovate the third floor of Brevard Hall to house the Biomedical Engineering Program. The project will consist of minor renovations of some existing offices and major renovations to convert other existing spaces to new design labs, instrumentation spaces, and maker spaces.
The University of Mississippi is seeking to initiate the project and appoint the design professional 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:** August 15, 2019

**Date of Original Construction:** 1923

**Date of Last Renovation:** 2008 (Exterior Renovation); 2010 (Interior Renovation)

**Proposed Project Budget:**

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**Total Project Budget** $ 1,300,000.00

**Proposed Funding Source(s):** Internal R&R Funds ($1,300,000)

*Staff Recommendation: Board staff recommends approval of this item.*
1. **USM – APPROVAL TO SETTLE TORT CLAIM**

   The IHL Self-Insured Tort Plan is seeking Board approval for a settlement of Tort Claim number 65-3105-1.

2. **UMMC - APPROVAL TO SETTLE TORT CLAIM**

   The University of Mississippi Medical Center is seeking board approval for settlement of Tort Claim number 3258.

3. **UMMC – APPROVAL TO SETTLE IHL SELF-INSURED WORKERS’ COMPENSATION CLAIM**

   The IHL Self-Insured Workers’ Compensation Program is seeking Board approval for settlement of Claim No. 55-39364-1 for the University of Mississippi Medical Center.

4. **SYSTEM – REQUEST FOR APPROVAL FOR FINAL ADOPTION OF AMENDMENT TO BOARD POLICY 301.0806 UNIVERSITY FOUNDATION/AFFILIATED ENTITY ACTIVITIES**

   Board approval for final adoption is requested regarding the below proposed amendment to Board Policy 301.0806 University Foundation/Affiliated Entity Activities. This item was presented for first reading during the Board’s June 2019 meeting. Additional recommended changes based on feedback received since the June 2019 Board meeting are shown in red font.

   **301.0806 UNIVERSITY FOUNDATION/AFFILIATED ENTITY ACTIVITIES**

   A. **Purpose of Foundations and Similar University Affiliated Entities:**

      This policy shall apply to the relationship between Mississippi public universities (“universities”) and university development foundations, research foundations, athletics foundations, alumni associations and all other similar entities affiliated with any of the eight state universities (collectively referred to as the “Foundation/Affiliated Entities” or “Entities”).

      The Board of Trustees (hereinafter “Board” or “IHL”) recognizes that such Entities have played and continue to play an important role in providing financial support.
and other support for its institutions. This support has assisted the institutions in achieving a level of excellence not possible through state funding and tuition alone. While the Board of Trustees recognizes and appreciates the contributions made to higher education by such foundations and similar entities, the Board of Trustees reaffirms that the goal of the Entities is not to replace necessary support from the state.

The Board of Trustees also acknowledges that the independent nature of the Entities provides flexibility to state universities in fiscal management and responsiveness.

The primary purpose of the foundations and other entities affiliated with the state universities is to engage in raising and managing funds and/or other activities consistent with the mission and priorities of their respective affiliated institutions, as determined by the Institutional Executive Officer (the "IEO") of each. Each Entity is expected to have a mission statement relevant to this purpose and to adopt policies, plans, and budgets designed to achieve that mission.

The Board fully recognizes the importance to the universities and to the Entities of preserving the confidentiality of information related to donors or potential donors. Providing appropriate confidential treatment for information related to donors who have voluntarily provided funds to support the state universities is in the best interests of this state and its citizens. Thus, it is the policy of the Board that its oversight of the relationship between the foundations and the universities shall be accomplished in a manner that will effectively and appropriately preserve and protect the confidentiality of such information to the fullest extent possible which is consistent with the duty of the universities and the IHL to assure that assets intended to benefit the state universities are appropriately and effectively managed and utilized.

B. Relationship Between Board and Affiliated Entities

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 "Miss Code"), the Board of Trustees has governing authority over the eight state universities. Under such authority, the Board of Trustees has responsibility for ensuring that the public interest is served by any individual or organization that is established to support one of the eight state universities.
The Board recognizes that the Entities are not state agencies. The Entities have their own governing authorities. The Board recognizes that it does not have the power to exercise governing control over the Entities.

While the Board of Trustees does not have the power or authority to exercise governing control over the Entities, the Board has the full authority to establish the terms under which state universities will contract with private organizations. That is particularly necessary with respect to these Entities, since they, or some of them, will solicit and manage funds on behalf of and for the benefit of the state universities, and may use the name, logo, or other insignia identified with the state universities. The Board has the authority to require that any organization that manages funds for any state university, or whose name is associated with a state university under the governance of the Board, must adhere to ethical standards appropriate for such organizations and must properly manage, utilize and account for funds contributed to or for the benefit of the universities.

To ensure the independence of the affiliated Entities, no member or employee of the Board of Trustees of State Institutions of Higher Learning shall hold a voting position on an institutionally affiliated Entity board. The Board of Trustees may allow exceptions to this restriction if needed to comply with NCAA requirements or other proper purposes. Senior administrators of the institution should only participate on the Foundation/ Affiliated Entity's board in an ex-officio capacity.

C. Affiliation Agreements Required

Each university must enter into a formal contractual affiliation agreement (the “Affiliation Agreement”) with its development foundation(s), research foundation(s), athletics foundation(s), alumni association(s) and any other similar university affiliated Entity in a form submitted to and approved by this Board. The Affiliation Agreement shall be reviewed for approval by the Board of Trustees at least every five (5) years, or whenever the Affiliation Agreement is changed (other than changes for non-substantive, conforming or purely administrative matters). Affiliation agreements should be signed by the applicable institutional executive officer and by the affiliated entity’s board chair and chief executive.
Each university shall submit all existing or amended Affiliation Agreements to the Board for approval on or before June 30, 2010, in a form that the university believes will fully comply with the requirements of this policy as amended.

Universities are required to review and update affiliation agreements to comply with any changes to this Policy 301.0806. As stated above, substantive changes to affiliation agreements require IHL Board approval.

In order to appropriately conserve the resources of the universities and the IHL, and to expedite the Board’s review of the proposed Affiliation Agreements within the time period set forth above, the IEO’s of the universities are expected to direct the resources of their university to work in coordination with the other universities in developing and reviewing templates of proposed affiliation agreements to be used by all similar Entities and universities. Counsel for the Board will be directed to assist in that process. The universities are expected to use those templates insofar as practical, given the acknowledged differences between universities and the Entities, as the basis and pattern for preparing the proposed Affiliation Agreements which are required by this Policy.

D. General Requirements of Affiliation Agreements

The Affiliation Agreements for each Entity shall address and comply with the following general requirements and subjects:

1. Outlining the services and benefits the institution and the Entity are to provide to each other and the compensation or other requirements related thereto;
2. Describing the mechanisms by which the institution shall, through its IEO, keep the Entity apprised of the needs and priorities of the institution, and requiring that the Entity, in concert with donor intent or directives, if any, agree to consider and communicate to the university its ability and plans to fund university needs and priorities, as determined by the IEO;
3. Describing whether, and the terms under which, any institutional assets of the institution itself are to be managed by the Entity on behalf of the institution and providing for appropriate rights of inspection and auditing for such funds by the IHL and all appropriate state officials;
4. Delineation of the terms upon which the Entity is authorized to accept gifts, restricted and unrestricted, on behalf of or for the benefit of the institution;
5. Outlining the method under which all gifts, grants, endowments and other assets are accepted and accounted for by the Entity, the methods and procedures to be utilized in determining how the income related to those assets is to be computed and distributed to the universities, and the terms and conditions under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Entity;

5. Requiring that the Entity abides by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describing the method by which the entity will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds.

6. Requiring that all gifts made to the university shall be accounted for and ownership maintained by that university, even though they may be managed by the Entity;

7. Requiring that the records of such Entity shall be maintained separately from the records of the respective affiliated institution;

8. Requiring maintenance of financial and accounting records, including thorough documentation of donor intent, in accordance with Generally Accepted Accounting Principles;

9. Requiring that the Entity must cause to be prepared annual financial statements of the condition of the Entity, which shall include such detail as the IHL Board may from time to time require; The Entity must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Entity’s annual financial statements; The Entity shall submit the audited financial statements, along with a list of Entity officers, directors or trustees, not later than five months following the completion of the Entity’s fiscal year, to the affiliated university’s IEO and to IHL; However, the annual audited financial statements of some of the Entities will be required for inclusion in the State of Mississippi’s Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board’s Deputy Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university’s IEO and to the IHL, along with a list of Entity officers, directors or trustees, by October 15 of each year; The IHL Board’s Deputy Associate Commissioner of Finance and Administration shall notify each such Entity of the applicability of the October 15 deadline to such
Entity as far in advance of the deadline as possible each year; 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 Entity’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 in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the IEO or his/her designee; However, at the request of the Entity, the IEO of a university, with the approval of the IHL Board, may grant a request of the Entity 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 Entity are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Entity and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Entity 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 Entity (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Entity 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;

10. Requiring that the Entity only accept or solicit gifts for the benefit of the university that are consistent with the university's mission, goals or objectives;

11. Requiring that the Entity manage all funds in its control in a fiscally sound and prudent manner;

12. Requiring that the Entity establish and maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972) as amended, entitled "Conflict of interest Transaction", university conflict of
interest policies, and which addresses transactions with university or entity staff:

13. Requiring that no form of additional compensation for an IEO or any IHL system office employee be underwritten or increased by the Entity without the prior approval of the Board; The request for approval shall come through the Commissioner to the IHL Board; As to other university employees, the Affiliation Agreement will provide that no form of additional compensation may be provided or paid by the Entity without the prior approval by the IEO; All such approvals by the IEO must be reported to the Board of Trustees at its next official meeting; This provision does not apply to transfers from the Entity to the supported university for items such as professorships, chairs, and other programmatic support that are paid directly to the university and included in its annual budget;

14. Requiring the Entity to submit to the IHL an annual report providing a detailed list of supplemental compensation provided to administrators, faculty, athletic staff, and other employees; provided however that the Affiliation Agreement may provide for appropriate exceptions for such compensation made by the institution out of funds routinely provided to the institution to be included in its budget; and,

15. Requiring compliance with all state and federal laws applicable to such organizations.

16. Establishing appropriate maximum limits on the period of time for which the Entity shall enter into contracts for professional, advisory, or other personal services.

17. Requiring that the provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the affiliated Entity, 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 Entity which owns or controls the special purpose entity.

18. Affiliation agreements must address the reporting relationship of the chief executive of the affiliated entity and the roles of the IEO and the affiliated
entity board in hiring, assessment, compensation and termination decisions related to the entity’s chief executive.

19. Requiring that the entity abides by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describing the method by which the affiliated entity will keep the university informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds.

20. Requiring documentation of donor intent.

21. Requiring that the university ensure that gift funds distributed by the affiliated entity are used in a timely manner in compliance with donor intent and that the university provide affiliated entity staff and auditors access to records and accounts needed to monitor and verify use of gift funds.

E. Affiliation Agreements Shall Require Notice of Certain Events

In addition to the foregoing general requirements, the Affiliation Agreement shall contain provisions requiring that the IHL be notified of certain events or actions that may affect the operations, reputation, legal status, and assets of any entity or any university. The Affiliation Agreement shall require that the chief executive officer of the Entity and its other governing authorities will immediately notify the IEO and the IHL, in writing, if any of the following events (hereinafter "Reportable Events") occur:

1. The Entity has materially breached any of its contractual obligations under the Affiliation Agreement;
2. The Entity 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 Entity 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 Entity 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 Entity;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Entity or upon its status as a tax exempt organization; or
6. The Entity 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 Entity, 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 Entity to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

The Affiliation Agreement shall require that the chief executive officer of the Entity shall submit to the IEO of the supported university and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Entity 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 IEO and the IHL as required above. The chief executive officer of each Entity shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the chief executive officer will immediately notify, in writing, the IEO of the university.

F. Affiliation Agreements Must Require Entity to Provide Certain Additional Information to IEO upon Request

In addition to the foregoing general requirements, the Affiliation Agreement of each Entity will contain provisions requiring that the Entity furnish to the IEO of the corresponding university, or such person as the IEO may designate, any and all information relating to the operation or management of the Entity or any funds contributed to, received by, expended by, or managed by the Entity.

It is the policy of the Board that to the extent that information is inspected, reviewed or received by the IEO or his designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal information relating to a donor or his/her family business, or trade secrets associated with donors or entity functions (collectively, “Confidential and Trade Secret Information”), such information shall be treated as confidential by the IEO and any designee who may acquire
such information. The IEO 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.

The IEO shall promptly notify the Board and Commissioner of Higher Education if the Entity refuses or fails to produce any information requested by the IEO.

G. Affiliation Agreement Must Provide for Right of Board to Require Information from Entity or to Examine Records of Entity

Ordinarily, the Board will not request information from any Entity and will allow the IEO to oversee the compliance by the Entity with the Affiliation Agreement and to determine that funds are being appropriately received, managed, and expended. In some circumstances, however, the Board may determine it to be necessary to secure additional information from the Entity or to review appropriate records of the Entity. The Entities hold funds that are intended to benefit the institutions of the state, and the Board has an interest in the proper administration of those funds. Thus, the Affiliation Agreement will provide that the Board may require the Entity to provide information or allow inspection of its records as required by the Board to determine that the Entity is in compliance with the Affiliation Agreement and that the funds held for the institution or for its benefit are appropriately utilized and protected. No such request for information will be made by individual Board members to any Entity or to any IEO.

As a matter of general policy, the Board will attempt, when appropriate, to resolve any issues or concerns about the activities of any Entity informally. Examples of such informal methods include responses by the Entities to requests from the auditors employed by the Board or a report from an accounting firm approved by the Board to review records related to the matters at issue. The decision of any entity as to whether and how to comply with such informal requests is within the discretion of the governing authorities of the entities. The Board anticipates that, normally, any questions related to the Entities can be resolved through such informal procedures.

The Affiliation Agreement shall provide, however, that the Board may determine by appropriate action, at a duly called meeting of the Board, that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Entity is
appropriately complying with the Affiliation Agreement and that funds intended to be used for the benefit of the institution are appropriately maintained and expended. The Affiliation Agreement will provide that, if the Board makes such a finding, the Entity will permit an audit, inspection or review of the financial and other records of the entity by persons selected by the Board, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined, and that the Entity will fully cooperate with any such inquiries.

As noted above, it is the policy of the Board that it will not unnecessarily disclose or disseminate any Confidential and Trade Secret Information relating to the Entities, and in particular, any information related to donors to the Entity or trade secrets associated with donors or entity functions. In some circumstances, however, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Thus, the Affiliation Agreement must specifically recognize that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the Board. Any decision to release any information that would identify any particular donor shall be made by the Board. No individual Board member or employee of the IHL will release such information without authorization from the Board.

H. Asset Distribution Upon Dissolution of Affiliated Entity and Required Termination Provisions to Be Included in Affiliation Agreement

The Affiliation Agreement will provide that the Affiliation Agreement may be terminated by the IEO, with the prior approval of the IHL, for cause with no notice or without cause upon thirty days’ notice. Upon termination, (1) the Entity shall cease to use and shall not assign or delegate the authority to use the respective university’s name or registered marks or logos to any person or entity without the written approval of the IEO, (2) the Entity shall remit any and all unrestricted funds held for the benefit of the university to such entity as designated in writing by the IEO on behalf of the university, (3) the Entity 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 IEO on behalf of the university, (4) the Entity 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 the university IEO; and (5) the Entity shall work in concert with the university to provide the university or its designee with records and materials of the Entity as are necessary to continue the business and/or wind up the affairs of the Entity.

Because an Entity may hold assets intended to benefit the universities, the Affiliation Agreement will provide that the Entity will have no right to terminate the Affiliation Agreement without the consent of the IEO and the Board.

Affiliation Agreements must require that governing documents of the affiliated entity, including but not limited to, articles of incorporation, bylaws, or articles of organization provide that upon dissolution of the entity all of its assets be transferred to the university for one or more public purposes exclusively for the use and benefit of the university or another entity identified by the IEO and approved by the IHL board or identified by the IHL board for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the university. Any exceptions to this requirement must be approved by the IHL board.

The Affiliation Agreement will provide that the Affiliation Agreement may be terminated by the IEO with the prior approval of the IHL Board, for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. In such cases, the IEO must provide the affiliated entity ninety (90) days notice and work with the staff and board of the affiliated entity in that period to cure the breach in advance of termination. In the event of termination the affiliated entity 1) will remit all unrestricted gift funds to the university for one or more public purposes exclusively for the use and benefit of the university or to another entity designated by the IEO for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the university, 2) cease to use the university’s name or registered marks or logos without the written approval of the IEO, and 3) provide the IHL, the university, or other entity designated by the IHL or IEO with any records, accounts, or other materials requested by the IEO or
IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

I. Restructuring Relationship in Event of Irreconcilable Differences

The Board expects there to exist a cooperative relationship between the Entities and the universities. The Board is aware of situations in other states where foundations have attempted to use the leverage provided by control of funds contributed for the benefit of the universities to require the university to take action desired by the foundation. Exercise of such power would interfere with the power of the IEO’s and, ultimately, the power of the Board. To provide for the eventuality in which it appears that the IEO and the Entity have irreconcilable differences that interfere with the Entity serving the purposes for which it is intended, the Affiliation Agreement must provide for some mechanism to allow a resumption of normal relationships to benefit the university. In such a case, it would be detrimental to the university to allow the Entity to simply terminate the relationship—since it may hold funds and other assets intended for the benefit of the university. Thus, the Affiliation Agreement shall provide for a mechanism to deal with that possibility that will effectively accomplish the purpose of insuring that the Entity’s goals remain appropriately aligned with those of the university.

The Affiliation Agreement must therefore provide for such a mechanism. The universities are expected to finalize the relationship with the Entities to accomplish the purpose on or before December 31, 2010.

Any university, after consultation with an affiliated Entity, may propose, on or before December 31, 2009, to include an appropriate plan to accomplish this purpose in the Affiliation Agreement for that Entity.

For example, a university may choose to propose a mechanism to allow the Entity to restructure its governing board. As an illustration of such a mechanism, such a plan might provide as follows:

In the event that the IEO notifies the IHL that the relationship between the IEO and the Entity’s governing authorities is detrimental to the wellbeing of the university, then IHL shall attempt to reconcile the parties. However, if the IHL determines that it is in the best interests of the university to substitute new governing authorities of the Entity, and unless the matters are resolved, the IHL Board may direct, in its sole discretion, that at the expiration of a 90 days notice
period, the terms of office of the then existing board of directors of the affiliated Entity (or the persons serving that role in governance of the Entity, regardless of title) shall be deemed to have expired. Those persons shall be replaced by a nine member board selected by the following persons: 1) one member appointed by the mayor of the municipality in which the subject university is located or to which it is nearest, 2) one member appointed by the subject university's IEO, 3) one member appointed by the subject university's chief academic officer, 4) one member appointed by the president of the board of supervisors of the county in which the subject university is located, 5) one member appointed by the governor, 6) one member appointed by the Commissioner of Higher Education, 7) such other person, as the Affiliation Agreement may provide, who is affiliated with another Entity associated with the affected university; 8) one member appointed by the current president of the subject university's student body, and 9) one member appointed by the most recent past president of the subject university's student body.

However, each university and Entity may choose to agree upon some different arrangement which would accomplish the same end. Because of the differences in the various Entities, the types and amounts of assets held by the Entities, the debt obligations of some Entities, ongoing contractual obligations, and other similar factors, the Board will address such proposals on an individual basis to determine their effectiveness, feasibility and practicality. Any such proposal must be submitted with all of the information necessary to fully evaluate the proposal. The exact language of all documents required to implement such a proposal shall be included in the submission to the Board.

Any such proposals will be considered by the Board and acted upon before March 31, 2010. Failure to submit sufficient information to allow a full understanding as to the effectiveness and practicality of such a plan will prevent the Board from considering the proposal. In the absence of approval by the Board of some other alternative provisions to accomplish such purpose by March 31, 2010, or any extension granted by the Board, it is expected that each university will enter into a contract with all related Entities under terms similar to those in the illustration set out above.

If the Entity is a university research foundation formed pursuant to Miss. Code Ann. Section 37-147-15 (1972), as amended, the new board of directors shall be appointed by the subject university's IEO, in accordance with applicable state law.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.
1. **SYSTEM – ANNUAL REPORT ON POST-TENURE REVIEW**

Board Policy 403.0103: Post-Tenure Review: “Each institution shall prepare an annual report of post-tenure reviews. The report shall be in a format specified by the Commissioner and shall be submitted to the Board by August 1 for the preceding academic year.”

In accordance with Board policy, the post-tenure review report is presented to the Board for information. In 2017–2018, 97% of full-time faculty received an annual evaluation. Fifty-two (52) faculty were triggered for a post tenure review. Six (6) faculty are participating in a faculty development plan.

<table>
<thead>
<tr>
<th>Number of Full-time Faculty Evaluated</th>
<th>Number of Full-time Faculty Triggering Post Tenure Review Process</th>
<th>Number of Tenured Faculty</th>
<th>Maximum Length of Faculty Development Plan</th>
<th>Number of Tenured Faculty in Faculty Development Plan Successfully</th>
<th>Number of Tenured Faculty Completing Development Plan Unsuccessfully</th>
<th>Tenured Faculty Separated from Employment as a Result of the Post Tenure Review Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>164</td>
<td>62</td>
<td>0</td>
<td>3 years</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Delta State University</td>
<td>151</td>
<td>67</td>
<td>0</td>
<td>2 years</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>314</td>
<td>301</td>
<td>173</td>
<td>2</td>
<td>2 years</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1014</td>
<td>493</td>
<td>36</td>
<td>3 years</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Mississippi State University</td>
<td>151</td>
<td>65</td>
<td>0</td>
<td>4 years</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>110</td>
<td>110</td>
<td>54</td>
<td>13</td>
<td>2 years</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>University of Mississippi</td>
<td>916</td>
<td>417</td>
<td>0</td>
<td>3 years</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>898</td>
<td>863</td>
<td>227</td>
<td>0</td>
<td>1 year</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>University of Southern Mississippi</td>
<td>654</td>
<td>320</td>
<td>0</td>
<td>1</td>
<td>3 years</td>
<td>1</td>
</tr>
<tr>
<td>System Totals</td>
<td>4429</td>
<td>4300</td>
<td>1878</td>
<td>1-4 years</td>
<td>6</td>
<td>0</td>
</tr>
</tbody>
</table>

ASU – 1 faculty resigned
DSU – 1 faculty was not renewed from the fall semester
JSU – 4 faculty on professional leave, 3 faculty on medical leave, 1 faculty on bereavement leave, 1 faculty served as a fellow, 1 faculty non-renewed, 1 faculty refused to be evaluated, 1 faculty received a terminal contract, 1 faculty did not complete the evaluation
MSU – 1 faculty did not submit an annual review report, 2 faculty did not receive an annual evaluation due to recent hire date.
UM – 2 faculty on medical leave, 7 retirees were not reviewed, 9 faculty left the university, 14 administrators underwent quadrennial review, 1 faculty on maternity leave.
UMMC – 23 faculty resigned or were non-renewed, 12 faculty were on leave
USM – 35 faculty had incomplete evaluation to be completed, 5 faculty resigned, and 2 faculty retired.
2. **SYSTEM – ANNUAL REPORT ON FACULTY TENURE**

In 2012–2013, IHL institutions hired 206 tenure track faculty members. As of the 2017–2018 academic year, 70% were awarded tenure from the 2012–2013 cohort.

<table>
<thead>
<tr>
<th>Institution</th>
<th>Number Hired (2012-2013)</th>
<th>Number Applied for Tenure</th>
<th>Number Awarded Tenure</th>
<th>Percentage Awarded who Applied for Tenure</th>
<th>Number of Cohort Received Tenure</th>
<th>Percentage of Cohort Awarded Tenure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcorn State University</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>100%</td>
<td>1</td>
<td>100%</td>
</tr>
<tr>
<td>Delta State University</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>89%</td>
<td>4</td>
<td>40%</td>
</tr>
<tr>
<td>Jackson State University</td>
<td>10</td>
<td>10</td>
<td>9</td>
<td>90%</td>
<td>8</td>
<td>80%</td>
</tr>
<tr>
<td>Mississippi State University</td>
<td>54</td>
<td>28</td>
<td>28</td>
<td>100%</td>
<td>28</td>
<td>51%</td>
</tr>
<tr>
<td>Mississippi University for Women</td>
<td>4</td>
<td>3</td>
<td>3</td>
<td>100%</td>
<td>3</td>
<td>100%</td>
</tr>
<tr>
<td>Mississippi Valley State University</td>
<td>7</td>
<td>5</td>
<td>5</td>
<td>100%</td>
<td>5</td>
<td>71%</td>
</tr>
<tr>
<td>University of Mississippi</td>
<td>40</td>
<td>26</td>
<td>26</td>
<td>100%</td>
<td>26</td>
<td>65%</td>
</tr>
<tr>
<td>University of MS Medical Center</td>
<td>11</td>
<td>9</td>
<td>8</td>
<td>89%</td>
<td>8</td>
<td>73%</td>
</tr>
<tr>
<td>University of Southern Mississippi</td>
<td>69</td>
<td>24</td>
<td>23</td>
<td>96%</td>
<td>36</td>
<td>52%</td>
</tr>
<tr>
<td><strong>System Totals</strong></td>
<td><strong>206</strong></td>
<td><strong>115</strong></td>
<td><strong>111</strong></td>
<td><strong>96%</strong></td>
<td><strong>119</strong></td>
<td><strong>70%</strong></td>
</tr>
</tbody>
</table>

**Total percentage values based on total number values.**

3. **SYSTEM – APPROVAL OF DEGREES TO BE CONFERRED IN AUGUST 2019**

Per Board Policy 510: Awarding of Degrees: “*Degrees granted by institutions under the governance of the Board are awarded by and with the consent of the Board and are countersigned by the President of the Board. Recommendations for the awarding of degrees to students by the various institutions must be made no later than the Board meeting prior to the commencement at which such awards will be made. Board approval represents permission to award degrees if all requirements are met and does not constitute direction to award a degree. In an exceptional case where a student is in all respects qualified for degree and Board approval has not been obtained, the Commissioner is authorized to provide administrative approval to award the degree. In such cases, the Commissioner must formally notify the Board at the meeting immediately following the commencement at which the degree was awarded.*”

In accordance with Board policy, in July 2019, the Commissioner approved Delta State University, Jackson State University, Mississippi State University, Mississippi University for Women, University of Mississippi, University of Mississippi Medical Center, and University of Southern Mississippi to award degrees in August 2019 at the levels below, provided each candidate has met all degree requirements.
## Delta State University

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>College of Arts and Sciences</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Applied Science</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Fine Arts</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science</td>
<td></td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of University Studies</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>College of Business and Aviation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Business Administration</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Commercial Aviation</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>College of Education and Human Sciences</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Arts</td>
<td></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science</td>
<td></td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science in Education</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School of Graduate Studies</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Arts in Teaching</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Business Administration</td>
<td></td>
<td>22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Commercial Aviation</td>
<td></td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Education</td>
<td></td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Professional Accountancy</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science in Sport and Human Performance</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science in Community Development</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Specialist</td>
<td></td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doctor of Education</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Undergraduate Degrees</strong></td>
<td></td>
<td>22</td>
<td></td>
<td>22</td>
</tr>
<tr>
<td><strong>Total Graduate Degrees</strong></td>
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<td>58</td>
<td></td>
<td>58</td>
</tr>
<tr>
<td><strong>Total Degrees</strong></td>
<td></td>
<td>80</td>
<td></td>
<td>80</td>
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</tbody>
</table>

## Jackson State University

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Undergraduate</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Arts</td>
<td></td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Business Administration</td>
<td></td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Music</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Music Education</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science</td>
<td></td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science Education</td>
<td></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Social Work</td>
<td></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of University Studies</td>
<td></td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Graduate</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Arts</td>
<td></td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Arts in Teaching</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Business Administration</td>
<td></td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Music Education</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Professional Accountancy</td>
<td></td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Institution Degree to be Conferred 

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master of Public Health</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Public Policy and Administration</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science</td>
<td>32</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science in Education</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science in Teaching</td>
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**Total Undergraduate Degrees** 89 
**Total Graduate Degrees** 99 
**Total Degrees** 188

### Mississippi State University

**College of Agriculture and Life Sciences**

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**College of Architecture, Art, and Design**

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Mississippi University for Women

| Undergraduate                          |                                      |        |          |       |
| Bachelor of Applied Science            |                                      | 9      |          |       |
| Bachelor of Art                        |                                      | 13     |          |       |
| Bachelor of Business Administration    |                                      | 3      |          |       |
| Bachelor of Fine Art                   |                                      | 1      |          |       |
| Bachelor of Professional Studies       |                                      | 1      |          |       |
| Bachelor of Science                    |                                      | 28     |          |       |
| Bachelor of Science in Nursing         |                                      | 288    |          |       |
| Graduate                               | Master of Business Administration    | 1      |          |       |
|                                        | Master of Fine Art                   | 5      |          |       |
|                                        | Master of Public Health              | 4      |          |       |
|                                        | Master of Science in Nursing         | 27     |          |       |
| Total Undergraduate Degrees            |                                      |        | 343      |       |
| Total Graduate Degrees                 |                                      |        | 37       |       |
| Total Degrees                          |                                      |        | 380      |       |

University of Mississippi

<p>| College of Liberal Arts                |                                      |        |          |       |</p>
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<tr>
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<td>Bachelor of Science</td>
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<td>Master of Science in Nursing</td>
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<tr>
<td>Doctor of Nursing Practice</td>
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#### Total Undergraduate Degrees

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#### Total Graduate Degrees

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#### Total Degrees

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### System Total

<table>
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*The System total for August 2019 represents an increase of 27 graduates from August 2018. Summer 2018 = 3418*

**STAFF RECOMMENDATION:** Board staff recommends Items 1 – 3 be accepted as information.
1. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES**  
   **AMENDMENT #2 TO THE MASTER ACUTE CLIENT AGREEMENT WITH ALLSCRIPTS HEALTHCARE, LLC**

The following document represents the approval of MS-ITS for The University of Mississippi Medical Center (UMMC) to enter into Amendment #2 to the Master Acute Client Agreement with Allscripts Healthcare, LLC to remove the remote hosting services and to rename Schedule B from “EPSi Embedded Analytics” to “EPSi Tableau” found in Amendment One (1). This agreement provides licenses to the EPSi software used in creating UMMC’s annual operating budget. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Master Acute Client Agreement and related amendment are between Allscripts Healthcare, LLC and MS-ITS behalf of UMMC.

See Exhibit 1.

2. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES**  
   **AMENDMENTS #10 AND #11 TO THE MASTER SERVICES AND LICENSE AGREEMENT WITH OPTUMINSIGHT, INC.**

The following document represents the approval of MS-ITS for The University of Mississippi Medical Center (UMMC) to enter into Amendments #10 and #11 to the Master Services and License Agreement with OptumInsight, Inc. to provide NCD, LCD and SLME custom files for use within Epic and to renew the Transaction Testing services purchased under Amendment Six (6). The service allows the testing of claims for compliance issues and errors for new code transaction and HIPPA compliance. The Master Services and License Agreement provides claims scrubbing and claims clearinghouse services. The Attorney General’s staff assigned to the MS-ITS reviewed the amendments prior to execution. The Master Services and License Agreement and related amendments are between OptumInsight, Inc. and MS-ITS behalf of UMMC.

See Exhibit 2.

3. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES**  
   **AMENDMENT #1 TO THE SUPPORT RENEWAL AMENDMENT TO THE SYSTEM AND SERVICE AGREEMENT WITH PHILIPS HEALTHCARE**

The following document represents the approval of MS-ITS for The University of Mississippi Medical Center (UMMC) to enter into Amendment #1 to the Support Renewal Amendment to the System and Service Agreement with Philips Healthcare to provide nine (9) eICU licenses, First Data license, and nine (9) Apache bed licenses for UMMC’s Grenada facility as well as implementation services related to the licenses. This System and Services Agreement provides the eCareManager System and related services. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to
execution. The System and Service Agreement and related amendment are between Philips Healthcare and MS-ITS behalf of UMMC.

See Exhibit 3.

4. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT #1 TO THE PERFORMANCE SUITE SOLUTIONS SUBSCRIPTION AGREEMENT WITH PREMIER HEALTHCARE SOLUTIONS, 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 Performance Suite Solutions Subscription Agreement with Premier Healthcare Solutions, Inc. to extend the term of the existing agreement to allow the continued use of the Clinical Surveillance Solution. The clinical surveillance is real time clinical surveillance that enables clinicians to proactively identify at risk patients, prioritize actions for improved patient care, and “get back time” to impact department and organizational initiatives through customizable tools. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Performance Suite Solutions Subscription Agreement and related amendment are between Premier Healthcare Solutions, Inc. and MS-ITS behalf of UMMC.

See Exhibit 4.
Exhibit 1

PROJECT NUMBER 44987
AMENDMENT #2 TO
MASTER ACUTE CLIENT AGREEMENT
BETWEEN
ALLSCRIPTS HEALTHCARE, LLC
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 40434)

This document (hereinafter referred to as “Amendment Number 2”) shall serve to amend the original Master Acute Client Agreement executed on June 26, 2013 and amended on November 20, 2018 (hereinafter referred to as “Master Agreement”), between Allscripts Healthcare, LLC, having its principal place of business at 22 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 (hereinafter referred to as “Allscripts”), 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 “Client”). ITS and Client are sometimes collectively referred to herein as “State”.

WHEREAS, the parties desire to clarify three (3) parts of Amendment #1 to the Master Agreement (also known as the EPSI Extension and Embedded Analytics Add On effective December 1, 2018).

NOW THEREFORE, ITS, Client, and Allscripts, by entering into this Amendment Number 2, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) The parties understand and agree that Amendment #1 to Master Agreement called for the addition of remote hosting services and that such addition was in error. Therefore, Amendment #1 to Master Agreement is amended to strike the following language appearing in the seventh paragraph of the preamble: “and (ii) add remote hosting services as described in this amendment (the "Amendment")."

2) Schedule B – EPSI Software and Services of Amendment #1 to Master Agreement shall be amended solely to rename the service described in section B from “EPSI Embedded Analytics” to “EPSI Tableau.”

3) Payment Terms for Professional Services. The Parties acknowledge and agree that payment terms for Professional Services contained in Section C of Schedule B to Amendment #1 were inadvertently omitted. The Parties hereby agree that Client shall be billed by Allscripts for all Fixed Fee for Fixed Scope Professional Services fees in Section C of Schedule B to Amendment #1 on a fixed fee for fixed scope basis 100% upon completion of Professional Services therein, as permitted by Client.

Allscripts Healthcare, LLC-UMMC-44987-sole Source (4101)-Feb2019-Amendment #2 to Master Acute Client Agreement
Exhibit 1

All other terms and conditions of the Agreement executed on June 26, 2013 and amended on November 20, 2018, 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

By: __________________________
   Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: __________________________

University of Mississippi Medical Center

By: __________________________
   Authorized Signature

Printed Name: LouAnn Woodward, M.D.
Title: Vice Chancellor for Health Affairs
Date: __________________________

Allscripts Healthcare, LLC

By: __________________________
   Authorized Signature

Printed Name: Kriss Hammond
Title: VP Sales Operations
Date: 5/31/2019
MASTER ACUTE CLIENT AGREEMENT ("AGREEMENT")

This Agreement is entered into effective as of July 1, 2013 (the "Effective Date") by and between:

Allscripts Healthcare, LLC ("Allscripts")
Primary: President
222 Merchandise Mart Plaza, Suite 2024
Chicago, Illinois 60654
Required Copy: SVP, Deputy General Counsel,
3 Ravinia Drive, Suite B150, Atlanta, GA 30346
Facsimile: 404-847-5777

and

University of Mississippi Medical Center ("Client")
2500 No. State Street
Jackson, MS 39216
Required Copy: UMMC Office of General Counsel
2500 North State Street
Jackson, MS 39216
Facsimile: 601-984-1997

1. Attachments. In addition to this cover page ("Cover"), the following attachments ("Attachments") are hereby incorporated in this Agreement by this reference:

<table>
<thead>
<tr>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Terms and Conditions (&quot;T&amp;C&quot;)</td>
</tr>
<tr>
<td>HIPAA Business Associate Addendum (&quot;BAA&quot;)</td>
</tr>
<tr>
<td>EPSI Addendum (&quot;Software Addendum&quot;)</td>
</tr>
<tr>
<td>Delivery Order for EPSI Licensed Materials</td>
</tr>
<tr>
<td>Mississippi Contracting Provisions Addendum</td>
</tr>
</tbody>
</table>

2. Delivery Orders. The Licensed Materials, Equipment, and Services covered by this Agreement shall be set forth in mutually executed, written statements of work or delivery orders (each, a "Delivery Order" or "DO").

3. Term. The term of this Agreement begins on the Effective Date and will end automatically upon the expiration of all Services and licenses to all Licensed Materials, unless duly terminated earlier (the "Term"). For the avoidance of doubt, the Term hereof shall not be subject to automatic renewal. The term of each Service and each license begins on the start date specified by this Agreement ("Start Date") and will end as specified by this Agreement or when the Agreement is duly terminated.

4. Entire Agreement. This Agreement, which consist of the Cover and the Attachments) make up the entire Master Acute Client Services Agreement between Client and Allscripts. Each concurrent and subsequent executed DO, will incorporate this Master Acute Client Services Agreement and will contain the entire understanding of the parties hereto with respect to the transactions and matters contemplated between the parties and supersedes all Client purchase orders and previous and contemporaneous agreements, communications, and understandings and course of dealing between the parties concerning the subject matter hereof. Subject to applicable law, in the event of any conflict between or among the provisions of two or more of the following listed parts of the Agreement, the following priority (in descending order of priority) shall apply with respect to which part shall control with respect to the conflict: (1) the Mississippi Contracting Provisions Addendum attached hereto; (2) this Cover; (3) the EPSI Addendum; (4) T&C; (5) any DOs; and (6) BAA. No waiver or modification of this Agreement will be binding unless in writing and signed by each party or, for a waiver, the party waiving its rights. Each Party represents that it has received legal advice from its own attorney(s) regarding this Agreement; it has not received or relied upon any legal or other comments, advice, or work product from any of the other party's attorneys; and it has read and fully understands this Agreement. This Agreement and any amendment hereto may be executed in counterparts, and electronically scanned or facsimile signatures will have the same effect as original manual signatures. Client and Allscripts each agree to negotiate in good faith as is reasonably necessary to amend the BAA from time to time so that each party agrees to comply with the requirements of HIPAA and the HIPAA Regulations, the Breach Notification Rules, and HITECH and any current or future regulations promulgated thereunder that are binding on such party under such regulations.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have entered into this Agreement effective as of the Effective Date.

ALLSCRIPTS

By: [Signature]

Name Printed, Title: [Signature]
Date: 6/16/13

CLIENT

By: [Signature]

Name Printed, Title: [Signature]
Date: 6/26/13
1. Client License.

1.1. License. Subject to the other provisions herein, Client has a limited, personal, non-exclusive, non-sublicensable, non-transferable license to use, and permit Authorized Users to use the executable version(s) of the designated, generally available Allscripts proprietary software and/or content ("Allscripts Software") and the designated, generally available third party proprietary software and/or content ("Third Party Software"), each as expressly specified as being licensed by Client in a DO (collectively, "Software"), the Services expressly purchased by Client in a DO, including associated updates, content, and deliverables provided to Client hereunder, and the associated Allscripts then-designated user documentation ("Documentation") (collectively, the "Licensed Materials"), but only (a) in accordance with the Documentation, (b) for Client's own internal business purposes, and (c) for processing transactions associated with care delivered primarily from the applicable Facilities for which the associated Licensed Materials are licensed. "Facilities" means those facilities that are both (i) specified in the applicable DO(s) or otherwise expressly authorized hereunder as Facilities for which the associated Licensed Materials are licensed, and (b) wholly owned and managed by Client, and shall include, for the avoidance of doubt, any data centers utilized by Client to support Client's information technology systems. Except as otherwise specified in this Agreement, the license term is perpetual (but subject to early termination hereunder), except that the license or subscription term for any separately designated Licensed Materials that originate with Allscripts' third party vendors ("Third Party Materials") shall be co-terminus with the Support Term for the corresponding Software unless otherwise stated. Certain Software may include a mix of Allscripts and third party proprietary components. Client hereby represents to Allscripts that each Facility is wholly owned and managed by Client and clinically-affiliated with Client and will remain as such during the period of use of any Licensed Materials at such Facility. Client shall ensure that each Authorized User fully complies with the license and other provisions of this Agreement (except for fee payment obligations which shall apply to Client only) to the fullest extent it applies to Client and/or Authorized Users. The Licensed Materials are licensed, not sold, to Client. If Allscripts provides Client with media or access to any software and associated documentation, content, and/or materials not expressly licensed hereunder, the provision of such media or access shall not constitute a license to use any such materials and Client shall not use any such materials. "Authorized Users" means Client authorized persons and entities involved in supporting or facilitating Client's business of providing medical care, but shall not include any competitors of Allscripts (or any of its affiliates) or employees, representatives, or contractors of any such competitors.

1.2. Client Apps. The Software may include features designed to permit Authorized Users to develop certain content, templates, interfaces, and/or other software applications that may interoperate with certain Software (collectively, "Client Apps"). Client shall comply with all applicable Documentation and all restrictions and limitations set forth elsewhere in the Agreement related to Client Apps. To the extent any Client Apps are based on or include proprietary content or software code of Allscripts (or any of its third party vendors), such elements shall constitute derivative works of the corresponding Licensed Materials.

1.3. Client Intranet. To foster and enhance Allscripts' collaborative relationship with its client base, from time to time, Allscripts may, in its sole discretion, make available to Client (and Authorized Users), for no additional charge (unless otherwise expressly stated in the Intranet and applicable TOUs), certain services, client communication tools, content, and/or other materials through one or more Allscripts designated intranet(s) for clients (each a "Intranet"). Availability and access to and use of any Intranet is not required for receipt or use of Software or Support Services procured by Client hereunder. In order to use each Intranet, each Client and each Authorized User must have registered with that Intranet and accepted, via a click-through, Allscripts' then-current written terms of use for the Intranet (each a "TOU"), where relevant the most recent form of TOU shall be attached to the applicable Delivery Order in each instance. Allscripts and Client shall work together in good faith to resolve any Client comments or other issues to a TOU. Any Authorized User that uses any portion of any Intranet binds Client to the applicable TOUs. All TOUs (including modifications made thereto by Allscripts) that Client and/or any Authorized User have accepted via click-throughs on the Intranet are hereby incorporated by reference and govern in the event of any conflict with any other provisions herein with respect to their subject matter.

1.4. Restrictions. Client agrees to implement and use reasonable access controls and password and other security measures to prevent unauthorized access to, possession, or use of any Licensed Materials. Allscripts and its licensors reserve all rights in and to the Licensed Materials (and all other intellectual property rights owned by Allscripts or its licensors) that are not expressly granted to Client hereunder. Except as otherwise expressly permitted herein, Client shall not authorize or permit any third parties other than Authorized Users to access or use any Licensed Materials and shall not use, modify, or copy any Licensed Materials. Client shall not (and shall not authorize any third party to): (a) Make any copies of any Licensed Materials, except for a reasonable number of copies (i) of those Licensed Materials that Allscripts provides (directly or indirectly) to Client in tangible or electronic form or (ii) made through licensed use of any available print or download features included in any Licensed Materials; and provided that all such authorized copies are used only as otherwise licensed hereunder; (b) use any Licensed Materials to provide, or to assist in or further the provision of, any data processing, outsourcing, time sharing, or service bureau services, or any other services for the benefit of any third party; (c) attempt to decompile, disassemble, translate or reverse engineer any Licensed Materials; (d) install any Licensed Materials on any computer hardware or other equipment that is not owned.
or leased by Client or that is located anywhere outside of the Facilities for which such Licensed Materials are licensed, except as expressly authorized in each instance, in writing, and in advance by Allscripts; (e) grant or purport to grant any third party any right, title, interest, lien or option in or to any Licensed Materials; (f) remove, alter, add, or obscure any Intellectual property or other notice included in any Licensed Materials; or (g) take any photographs and/or make any film, audio, and/or video recordings of any training sessions, demonstrations, or presentations regarding any Licensed Materials (collectively, "Recordings") that involve Allscripts (or any Allscripts subcontractor) personnel, except as expressly authorized in each instance, in writing, and in advance by Allscripts, with the understanding that all Recordings shall be deemed and treated as Allscripts Property. Client shall ensure that each copy of any Licensed Materials made by or on behalf of Client contains all notices included in the associated original. Third Party Software, the Documentation, or other portions of this Agreement may include third party required terms for the license and/or use of Third Party Materials provided hereunder ("EULAs") and/or other additional or modified restrictions applicable to use of the Licensed Materials and all such provisions and incorporated hereinafter should apply and govern in the event of any conflict with any other provisions with respect to the Third Party Materials. The parties acknowledge that there are no EULAs relevant to Allscripts EPSI product. For subsequent Delivery Orders for which one or more EULAs are applicable, the most recent form of applicable EULA shall be attached to the applicable Delivery Order in each instance. Allscripts and Client shall work together in good faith to resolve any Client comments or other issues to a EULA.

1.5. Replacement of Third Party Materials. Allscripts may, in its discretion, require Client to replace any Third Party Materials for the balance of the then-applicable term with a reasonably comparable substitute on substantially similar terms, and Client shall promptly comply with any such directive; provided that Client shall not be bound to the terms of any EULA for such replacement Third Party Materials unless and until it has agreed to the form of such EULA in writing, it being understood that the parties will work together to resolve and Client comments or other issues pertaining to such EULAs. There shall be no increase in the associated license fees resulting solely from such discretionary replacement.

2. Equipment. Allscripts will use commercially reasonable efforts to cause any equipment purchased hereunder by Client ("Equipment") to be delivered by the mutually agreed upon target delivery dates. Any shipping charges specified herein are estimates only and actual shipping costs shall be invoiced as incurred. Client shall be responsible for all costs of, storage, and transportation. Unless otherwise specified herein, site preparation for, and installation of, the Equipment shall be Client's responsibility. Client acceptance of Equipment shall be deemed to occur automatically on the earlier to occur of the tenth (10th) day after completion of installation by Allscripts (if contracted Professional Services cover such installation) or the fortieth (40th) day after delivery, unless (a) the Equipment, as delivered, materially fails to conform with the configuration specified hereunder or any manufacturer's published specifications, (b) within that period, Client provides Allscripts written notice of its rejection for such defects with reasonable specificity, and (c) promptly thereafter, Client makes the Equipment available for evaluation and otherwise cooperates in remedying the defects. Client's remedies for any such duly rejected Equipment are as follows: Allscripts (or the manufacturer or vendor) shall (at its option and expense) (i) upon receipt of the Equipment, repair such Equipment so that it materially conforms or replace it with new Equipment; or (ii) cancel the purchase of such Equipment and refund the associated fees paid by Client..

3. Professional Services. Allscripts shall perform professional services mutually agreed-to hereunder ("Professional Services") in a professional and workmanlike manner. Professional Services shall be specified in D0s, except that, under exigent circumstances, Allscripts may, upon Client’s request (including any request made through Allscripts’ standard support channel), provide limited hours (i.e., fewer than twenty (20) hours per request) of Professional Services that Allscripts is not otherwise obligated to perform hereunder, and in each such case, such Services shall be governed by this Agreement and Client shall pay Allscripts the associated additional fees and expenses. Such additional fees shall be calculated pursuant to any generally applicable Professional Services rate card specified in a D0 (or, if there is no such rate card, at Allscripts’ then-standard rates). Notwithstanding anything else, the Allscripts representations, warranties, and/or other obligations that shall apply to any given Professional Services (and/or the resulting work product) shall be confined to those that are expressly applicable under the provisions of this T&C and/or a D0 (that is written and mutually executed). Allscripts may subcontract any Services and its other obligations hereunder, in whole or in part, provided that Allscripts shall remain responsible for performance of its obligations hereunder by any such subcontractors, provided that (1) the terms of such subcontractor’s engagement shall be subject to the terms of this T&C, including the Mississippi Contracting Provisions Addendum attached hereto; and (2) Allscripts shall provide Client with written notice of any such subcontracting. Except as otherwise provided, (a) training services fees shall be calculated in accordance with Allscripts standard fee structure in effect on the date of Client enrollment, and (b) other Professional Services fees shall be calculated based on hourly rates and actual time spent performing the Professional Services. Client shall follow Allscripts’ then-current administrative policies and procedures for enrollment, re-scheduling, or cancelation of training courses, as communicated by Allscripts from time to time. Allscripts reserves the right to cancel or reschedule any training course due to minimal enrollment. Client shall provide, at its expense, sufficiently trained (and Allscripts-certified, as applicable) personnel resources to fulfill the tasks specified as Client responsibilities in the DO(s) and shall duly complete such tasks.

4. Support Services. Subject to Section 4.7, Allscripts shall provide support services for the Software in accordance with this Section 4, as modified and supplemented in the applicable Software Addenda and DOs ("Support Services"). The scope of Support Services provided is dependent on whether the subject Software is
Exhibit 1

Allscripts Software or Third Party Software, as further detailed below.

4.1. Error Corrections. Allscripts shall provide to Client, as promptly as reasonably practicable, software modifications or workarounds that eliminate the material adverse effects of or otherwise correct any Errors ("Error Corrections"). "Error" means any failure of the Allscripts Software, as implemented in accordance with this Agreement, to function substantially in accordance with the applicable Specifications. "Specifications" means the functional software specifications that are expressly designated as "Specifications" in the DO for the corresponding Allscripts Software and which are attached thereto or incorporated therein, or if none are so designated and attached/incorporated, the term Specifications shall mean the Documentation, in any case as such DO or Documentation is modified by any relevant and mutually agreed-upon written implementation plan. As soon as practicable, Client shall advise Allscripts of any known Error or issue that could jeopardize patient safety or performance of any Software, warn applicable Authorized Users of the same in a timely fashion, and take other reasonable steps to minimize risk, including curtailing and modifying use of any portion of any Software containing an adversely affected by any such Error/issue until Client confirms through its own testing that it has been corrected. All Support Services Interactions Initiated by Client (or any Authorized User) shall be directly routed to the Allscripts designated support personnel for the applicable Software or, as directed by Allscripts, to the applicable third party vendor with respect to Third Party Software.

4.2. Enhancements and Releases. With respect to each Software module, Allscripts shall make available to Client software enhancements and releases that Allscripts designates as being applicable to that module when, as, and if made generally available by Allscripts to its client base for that module. Allscripts provides no representations, warranties or promises regarding the frequency, timing, features or functionality of enhancements or releases. Enhancements and releases may require increases or changes to Third Party Products (defined in Section 4.6), which Client must procure and implement in a timely fashion and at Client's expense. The Documentation is subject to change, from time to time, by Allscripts (or its designee) and Allscripts shall make such changes available to Client promptly after they are made generally available to Allscripts' client base for the associated Software.

4.3. Allscripts Regulatory Requirements. Allscripts shall provide updates and/or modifications, if required, so that the Allscripts Software can be implemented to include functionalities necessary to allow Client to comply with regulatory requirements that are binding upon Client in its use of the Allscripts Software, as authorized hereunder, and that are (i) Privacy Standards or Security Standards (as defined in HIPAA), as applied solely to Protected Health Information ("PHI") stored within or transmitted from such Allscripts Software (as applicable, "HIPAA Laws"), and/or (ii) enacted by the U.S. Federal Government and are binding requirements regarding the processing of electronic transactions the Allscripts Software is designed to wholly process (as set forth in the Documentation) and that are wholly processed within the Allscripts Software; including any and all binding modifications or replacements to such regulations. Allscripts shall be obligated to provide such required updates and/or modifications only within a reasonable and practical timeframe after the applicable regulatory authority has enacted and publicly released the applicable final and binding regulatory requirement.

4.4. Third Party Software. Allscripts' Support Services obligations with respect to any Third Party Software shall be limited to those referenced or set forth in Section 4.2 and this Section 4.4, subject to any additional limitations set forth elsewhere in the Agreement. Allscripts shall transfer assignable warranties and indemnities for Third Party Software as set forth in Section 2. If such warranties/indemnities are not assignable to Client, and if the associated vendor provides no applicable warranties or indemnities directly to Client under any applicable EULA or applicable law, then Allscripts shall use reasonable efforts to enforce for the benefit of Client, as reasonably required, any such applicable warranties and indemnities made directly by the vendor to Allscripts. Unless otherwise specified in the applicable EULA or otherwise in the Agreement, Client shall classify support requests for Third Party Software consistent with the classification required hereunder for the associated Allscripts Software. Allscripts will provide its then-designated first level support for material issues concerning the functioning of any Third Party Software that Client duly advises Allscripts of. For any such unresolved issues that remain thereafter, Allscripts may, in its reasoned discretion, act as a liaison with the associated vendor in any of the vendor’s efforts to resolve and/or refer Client to the associated vendor for support in accordance with such vendor’s policies and procedures and the applicable EULA. Without limiting the generality of the foregoing, Allscripts has no obligation to develop or issue any error corrections or other fixes or workarounds with respect to any Third Party Software issue.

4.5. Viruses. Allscripts shall not include in any Licensed Materials any disabling devices, and will use commercially reasonable efforts to ensure that the Allscripts Software, as delivered to Client, does not include any viruses, worms, Trojan horses or other malicious code (collectively, "Viruses"). Client shall use commercially reasonable efforts to ensure that it does not introduce any Viruses into any Software.

4.6. Client Environment. Subject only to Allscripts' obligations under Section 2 and any Services purchased hereunder, Client is solely responsible for procuring, migrating, converting, implementing, and maintaining all hardware, computer software, services (including, without limitation, all Internet access services and other telecommunications services), equipment, technology, data, operating platforms, facilities, systems and tools required or used in connection with Client's set-up, integration, interfacing to and from, use and support of any Licensed Materials (collectively, "Third Party Products"). Client represents and warrants that all information related to Client's actual and anticipated computer system infrastructure and environment and transaction and user volumes, as set forth in a DO or otherwise disclosed by Client to Allscripts, are accurate and complete (as so disclosed, the "Client Disclosed Metrics"). Client shall
Exhibit 1

promptly notify Allscripts of any material changes in any Client Disclosed Metrics that are used to calculate any fees hereunder. Client is responsible for its selection of Services, Equipment, and Licensed Materials and evaluating their suitability for its business operations.

4.7 Limitations and Exclusions. Allscripts shall be obligated to provide Support Services for any Software only (a) if and to the extent Client has expressly purchased such Services from Allscripts for the subject Software under a DO, (b) during the corresponding support period specified in that DO (the “Support Term”), and (c) if Client is in full compliance with its payment and other obligations hereunder. Unless otherwise specified hereunder, Support Services do not include any implementation services or training. Allscripts is not responsible for any errors or problems with any Licensed Materials or any performance failures hereunder to the extent they are caused by any of the following: (a) any Client Apps or other Licensed materials modifications (other than those provided by Allscripts hereunder); (b) any misuse, capacity or other deficiencies or errors in, or failures or unavailability of any aspect of any Equipment (subject only to Allscripts’ compliance with Section 2), Third Party Products, or Third Party Software (subject only to Allscripts’ compliance with Section 4.4); (c) any inaccuracy of any Client Disclosed Metrics or any Client failure to timely advise Allscripts of any material change in any Client Disclosed Metrics; (d) Client’s failure to install in accordance with instructions reasonably specified by Allscripts or its designated third party vendor, or to allow Allscripts (or its designee) to install, any Allscripts-approved Error Correction or other update or modification made available to Client; (e) any Client breach hereunder or any negligent or willful act or omission of Client; (f) any data import or implementation by Client and/or use of any Licensed Materials that is not in accordance with the Documentation, this Agreement, and/or Allscripts’ reasonable recommendations designed to comply with any Allscripts regulatory requirements under Section 4.3 and/or maximize performance of the Licensed Materials and minimize hardware requirements; (g) any virus, worm, Trojan horse or other malicious code that does not directly result from Allscripts’ breach of Section 4.5; (h) any corruption, damage, loss, breach of security, or mis-transmission of data not caused by Allscripts’ negligence or willful misconduct; (i) any failure, feature, or flaw that is not reproducible and verifiable by Allscripts (or its designee) in its operation of the subject Software at its own facilities using its commercially reasonable efforts; and/or (j) any stated assumptions in the Agreement being incorrect. Immediately upon and after the expiration or termination of the Support Term, Client’s continued licensed use of the corresponding Software shall be on an “AS-IS” basis and all Allscripts representations, warranties, and other obligations pertaining to such Software will immediately terminate and be of no force or effect. This Section 4.7 shall govern in the event of any conflict with any other provisions in the Agreement except the Mississippi Contracting Provisions Addendum.

5. Payment Terms.

5.1 General Payment Terms. Except as otherwise provided hereunder: (a) Client shall pay all fees and costs by the due dates specified herein (or if not specified, within thirty (30) days of the date of Allscripts’ Invoice), and to the recipient specified herein (or, if not specified, to Allscripts), and (b) the Support Services fees or license fees for any renewal portion of the Support Term or non-perpetual license term (as applicable) shall be at Client’s rate for such fees in effect on the day immediately preceding the renewal term (subject to adjustments hereunder) and are due and payable upon commencement of the renewal term. All fees are expressed in U.S. Dollars and all payments will be made in U.S. Dollars. Client shall (a) prepare and maintain reasonably detailed records to verify its compliance with the license terms and its payment and other obligations hereunder, (b) ensure that such records are retained for at least two (2) years after expiration or termination of this Agreement, (c) make such records available for inspection and copying by Allscripts and its appointed auditors promptly upon notice by Allscripts, and (d) promptly answer Allscripts’ questions and otherwise promptly provide Allscripts with reasonably requested information and cooperation related thereeto. Allscripts may, at any time, without notice, monitor and audit usage of the Licensed Materials for the purposes of determining compliance with the Agreement.

5.2 Annual Fee Adjustments. Except as otherwise specified herein, any fees payable by Client may, in Allscripts’ discretion, be increased annually, on the anniversary of their commencement, by a percentage equal to the percentage increase in the Consumer Price Index - All Urban Consumers US City Average Current Series Index (CPI-U) as maintained by the U.S. DOL Bureau of Labor Statistics for the most recently completed 12 months.

5.3 Expenses. Pursuant to the Client’s travel policies, Client shall pay or reimburse Allscripts all travel expenses and other out-of-pocket expenses actually incurred by or on behalf of Allscripts in performance of its obligations under this Agreement, and Allscripts will incur costs for Client’s account in accordance with the same travel and expense policies then-applicable to Allscripts’ reimbursement of Allscripts personnel.

5.4 Taxes. Client shall pay (or shall reimburse Allscripts, as applicable) for all taxes, customs, duties and assessments (exclusive of taxes based on Allscripts’ net income) with respect to this Agreement or the materials or Services provided hereunder. If Client claims an exemption from any such taxes, then Client shall provide to Allscripts appropriate evidence of such exemption and shall be responsible for any taxes Allscripts did not withhold based on such exemption and any associated penalties.

5.5 Fee Disputes. Client may withhold payment of any amount it disputes in good faith pending resolution of the dispute, provided that Client (a) promptly notifies Allscripts of that dispute (and, in any event, within thirty (30) days of discovering the dispute), (b) includes in such notice reasonably sufficient details regarding the dispute and associated and then-available backup documentation for Client’s position, (c) timely pays all other amounts due hereunder, and (d) works cooperatively and in good faith with Allscripts to resolve the dispute. All amounts not duly and timely disputed and not paid - within forty-five (45) days are subject to a late payment charge of twelve
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percent (12%) per annum simple interest (or, if less, the maximum rate allowed by applicable law) from the due date until the date of payment. If there is a Suspension Event, in addition to any of its other rights or remedies, Allscripts reserves the right to suspend, upon fourteen (14) days advance notice, any and/or all transaction processing services and other Services provided to Client, without liability to Client, until, as applicable, the overdue amounts are paid in full or Client permanently ceases all associated Improper activities and certifies same to Allscripts in writing. "Suspension Event" means (a) Client's account is - forty-five (45) days or more overdue (except with respect to charges then-duly and timely disputed), and/or (b) Client (or any Authorized User) has used any Licensed Materials in a manner that is not in accordance with the Agreement and that materially degrades or jeopardizes the performance and/or stability of the network or systems used to perform any Services. During the fourteen (14) days Client shall have the chance to cure any breach.

6. Ownership and Allscripts License.

6.1. Ownership. As between the parties, Client will retain all right, title and interest ("Rights") in and to all Client CI and other Client Data (collectively, "Client Property"); subject only to Allscripts' license rights pursuant to this Agreement. "Client Data" means all content, data, and other information (excluding Client feedback concerning any Licensed Materials ("Feedback")) that (a) originates with Client, (b) is duly licensed or acquired by Client from any third parties outside of this Agreement, and/or (c) is otherwise used in connection with the Licensed Materials and is not Allscripts Property. As between the parties, Allscripts shall exclusively own all Rights in and to all, Licensed Materials, and Allscripts CI, and all copies, derivative works, and modifications of and intellectual property rights related to any of the foregoing (collectively, "Allscripts Property"); subject only to Client's license rights hereunder. Without any additional consideration, Client hereby automatically and irrevocably assigns to Allscripts all Rights in and to all Allscripts Property.

6.2. Allscripts License. Allscripts has a non-exclusive, worldwide, non-transferable (subject to Section 15.8), fully-paid-up, sublicensable (to Allscripts affiliates and subcontractors), royalty-free right and license to reproduce, distribute, disclose, store, de-identify and otherwise modify, and otherwise use: (a) Client Property as reasonably required for Allscripts to perform its obligations hereunder during the Term and/or otherwise test and/or enhance the Licensed Materials, subject in each case to the Disclosure Protections (defined in Section 9), (b) For clarification, a disclosure of Client Property made through use of any Licensed Materials shall be deemed and treated as a disclosure by Client (and not by Allscripts) if the disclosure is made (i) by or at the specific request of Client and/or any Authorized User(s), or (ii) under any Client or Authorized User account (and not as a result of Allscripts' negligence).

7. Client Cooperation. Client shall complete implementation of available (a) Error Corrections and regulatory updates/modifications as promptly as reasonably practicable and (b) releases and enhancements within a reasonable period of time; except that, Client shall obtain Allscripts' prior reasonable approval before implementing any of the foregoing for Third Party Software made available directly by a third party vendor. Client will, at its expense, obtain and provide Allscripts in a timely manner with such data, Client Infrastructure access and use (remote and on-site), information, materials, third party and internal consents and approvals, and other cooperation and support as is, and in the forms and formats, reasonably requested or required by Allscripts in connection with the implementation, provision, and/or use of any Professional Services, Support Services and other services provided by Allscripts hereunder (collectively, "Services"), Software, and/or Equipment.

8. Client Review.

8.1. In General. As between the parties, Client is responsible for all decisions, acts, and omissions of any persons in connection with the delivery of medical care or other services to any patients. Before any Licensed Materials are placed into a live production environment, it is Client's responsibility to review and test all Licensed Materials and associated workflows and other content, as implemented, make independent decisions about system settings and configuration based upon Client's needs, practices, standards and environment, and reach its own independent determination that they are appropriate for such live production use. Any such use by Client (or its Authorized Users) will constitute Client's representation that it has complied with the foregoing. Client shall ensure that all Authorized Users are appropriately trained in use of the then-deployed release of the Software prior to their use of the Software in a live production environment.

8.2. Clinical Materials. This Section applies to any Licensed Materials designed for clinical use (as set forth in the Documentation) ("Clinical Materials"). Clinical Materials are tools to assist Authorized Users in the delivery of medical care, but should not be viewed as prescriptive or authoritative. Clinical Materials are not a substitute for, and Client shall ensure that each Authorized User applies in conjunction with the use thereof, independent professional medical judgment. Clinical Materials are not designed for use, and Client shall not use them, in any system that provides medical care without the participation of properly trained personnel. Any live production use of Clinical Materials by Client (or its Authorized Users) will constitute Client's acceptance of clinical responsibility for the use of such materials.

9. Confidentiality. Each party ("Recipient") will not access or use CI of the other ("Discler") for any purposes other than performance of its obligations or receipt of benefits hereunder and shall maintain such information in the strictest confidence, except for disclosures expressly authorized hereunder. Recipient may disclose the Discloser's CI to Recipient's employees, attorneys, advisors, and contractors who have a legitimate "need to know", provided that Recipient ensures that all such entities and persons are obligated to and do comply with confidentiality obligations consistent with (and no less restrictive than) this Section 9 ("Disclosure Protections"), but in no event may Client disclose any Allscripts CI to any competitors of Allscripts (or any of its affiliates) or any employees or contractors of any such competitors. The term "CI" means the provisions of this Agreement (which shall be the CI of both parties, subject
11. Indemnification.

11.1. Intellectual Property. Allscripts shall indemnify, defend, and hold harmless Client from and against Claims and Client Losses, in each case, to the extent they are based on allegations that Client's use of the Allscripts Software, as expressly authorized herein only, during the associated Support Term only, infringes any third party copyright or U.S. patent or misappropriates any third party trade secret. However, the foregoing obligations of Allscripts set forth in this Section 11 (the "Allscripts IP Obligations") do not apply (a) if Client admits any related third party allegation without the express prior written consent of Allscripts, or (b) to any Claim or Loss to the extent it results from or arises out of (in whole or in part) (i) the existence, disclosure, or other use of any Client Property (other than any Allscripts disclosure or use that is in violation of this Agreement), (ii) the existence, disclosure, or other use of any Client App(s) (and/or other modification(s) of the Allscripts Software) developed by anyone other than Allscripts (other than any Allscripts disclosure or use that is in violation of this Agreement), (iii) the use of any Allscripts Software in combination with any Third Party Software or any technology, hardware, software, information, processes, and/or other property not provided by Allscripts hereunder; and/or (iv) Client's continued use of the Allscripts Software after Allscripts has provided an IP Remedy (collectively, "Excluded Items"); "Claims" means third party claims and lawsuits; and "Losses" means the subject party's incurred damages, liabilities, settlements, judgments, costs and expenses resulting from corresponding Claims that are awarded or adjudged by a court or arbitration panel with competent jurisdiction or approved in writing by the other party. If any Allscripts Software is or is believed by Allscripts to infringe or misappropriate any third party intellectual property rights, then Allscripts, may, at its sole option and expense (each of the following, an "IP Remedy"): (a) procure for Client the right to continue using the applicable Allscripts Software on substantially similar terms to those contained herein; (b) modify such Allscripts Software so that it becomes non-infringing and maintains substantially the same functionality; (c) replace such Allscripts Software with non-infringing software that has substantially the same functionality; or (d) refund to Client a pro-rata portion of the associated license fees that have been paid by Client and are attributable to the shorter of the unexpired license term or unexpired corresponding Support Term, subject to any offset for amounts theretofore owed and payable to Allscripts hereunder, and provided Client ceases all further use of the Allscripts Software.

11.2. Injury and Property Damage. Allscripts (as the Indemnifying Party) shall indemnify, defend, and hold harmless Client from and against Claims and the Client's party's Losses, in each case, to the extent resulting from or arising out of personal injuries, death, or damage to tangible personal or real property of any third party caused by the gross negligence or willful misconduct of Allscripts or any affiliate, employee or contractor of Allscripts, except any of the foregoing based on allegations of medical malpractice or liability arising out of delivery of (or a failure to deliver) medical care.
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11.3 Procedures. Client’s right to Indemnification hereunder ("Indemnified Party") is conditioned upon the following: prompt notice to the party obligated to provide Indemnification ("Indemnifying Party") of any Claim for which indemnity is sought and reasonable cooperation by the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of a claim by the Indemnifying Party with counsel of the Indemnified Party’s choice at the Indemnified Party’s expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or consent to the entry of any judgment that imposes any material obligation upon the Indemnified Party that the Indemnifying Party does not discharge.

12. Limitations of Liability.

12.1 Limitations. Notwithstanding anything else, subject only to Section 12.2, to the maximum extent permitted by applicable law, neither party (nor Allscripts’ vendors) shall be liable with respect to any software, services and/or any other subject matter of this Agreement under any contract, negligence, strict liability, or other legal or equitable theory for: (i) any special, incidental, consequential, exemplary, punitive, or other indirect damages of any character, including, but not limited to, loss of revenue or profits or lost business, even if the party has been advised of the possibility of such damages; (ii) any amounts in excess of, in the aggregate, for all claims in connection herewith, the Applicable Fees during the twelve (12) month period immediately preceding the first event, action, or omission giving rise to such party’s liability for which any credits or damages are paid or held recoverable hereunder; or (iii) the cost of procuring substitute goods, services or technology of any kind. "Applicable Fees" means the fees paid by Client to Allscripts hereunder for the Licensed Materials and/or Equipment that is/are the subject of any claims for which any credits or damages are paid or held recoverable hereunder. For clarification, any credits paid by Allscripts shall reduce Allscripts’ liability cap on a dollar-for-dollar basis and shall not be deemed or treated as an admission of liability. All of the foregoing limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

12.2 Exclusions. The limitations of liability set forth in Section 12.1 (a) are with respect to Allscripts’ third party vendors, subject to any applicable EULA(s), (b) are subject to any additional limitations of liability set forth elsewhere in the Agreement, and (c) shall not apply to the extent a claim results from or arises out of: (i) either party’s indemnity or defense obligations hereunder; (ii) Client’s breach of Section 1 or any other license restrictions set forth in the Agreement; (iii) either party’s breach of Section 9; (iv) either party’s willful misconduct or bad faith; and/or (v) Client’s payment obligations hereunder.

13. Termination.

13.1 Termination for Cause. Either party may terminate this Agreement (including all DOs) for cause upon providing a termination notice to the other party if the other party materially breaches the Agreement and does not, within sixty (60) days after receipt of a corresponding breach notice specifying in reasonable detail the nature of such breach, cure such breach in all material respects.

13.2 Effect of Termination. Upon any termination of the Agreement, (a) Recipient shall return or destroy any Discloser CI which is in the Recipient’s possession, except that Allscripts may retain a copy of Client’s CI as required to comply with regulatory requirements or for record keeping purposes only, subject in each instance to the BAA, and (b) all Services and all of Client’s licenses hereunder shall terminate and Client shall immediately cease using (and shall ensure that all Authorized Users cease using), and return to Allscripts if practicable, and otherwise certify to Allscripts de-Installation and non-use of, all associated Licensed Materials and Services. No termination shall relieve either Party of any payment or other obligations accrued at the time of termination. Further, any and all rights and obligations which by their nature and context are intended to survive such termination shall so survive. If there are no perpetual licenses granted by Allscripts hereunder and all term licenses and Services expire in accordance with this Agreement, then such expiration shall be deemed and treated as a termination of the Agreement under this Section 13.2.

14. Dispute Resolution.

14.1 Informal. Neither party shall initiate an arbitration or litigation of any dispute hereunder unless (i) such party has provided the other with a written notice of that dispute with reasonable specificity and attempted in good faith to resolve that dispute through negotiations, (ii) despite such efforts, the dispute remains unresolved thirty (30) or more days after receipt of that notice, and (iii) such initiation is in accordance with Section 14.2.

14.2 Governing Law/Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, disregarding any conflict-of-laws rules which may direct the application of the laws of another jurisdiction.

15. Miscellaneous Terms.

15.1 Delivery. The Equipment (if any) and Software and Documentation (including updates thereto) will be deemed delivered when sent via express carrier to Client’s designated shipping contact(s) (or the Allscripts designated data center, if the subject Software is to be remotely hosted hereunder by Allscripts), FOB shipping point, with delivery confirmed by the carrier (which shall be reasonably designated by Allscripts). Notwithstanding the foregoing, Allscripts may, at its option in each case, deliver Software and/or Documentation via one of the following methods (in lieu of physical shipment): (a) Electronic download in accordance with Allscripts’ then-standard policies and procedures; or (b) providing Client license key(s) for access and use. Client may change its shipping contact information upon at least thirty (30) days advance notice to Allscripts. Licensed Materials will be delivered in Allscripts’ then-designated format and media and Professional Services deliverables will be delivered via Allscripts’ then-designated method.

15.2 Notices. Except as otherwise specified herein, all notices, to be valid, must be (a) in writing, (b) delivered in person or sent, postage prepaid, by certified or registered
mail, return receipt requested, or by nationally-recognized private express courier, and (c) addressed to both the “Primary” and any “Required Copy” contact person(s) for the receiving party designated on the Cover (or such other address/contact person(s) as such party may specify by written notice to the other provided in accordance with this Section). The effective date of a notice shall be the date of receipt. Notwithstanding the foregoing, if a facsimile number is designated on the Cover or via written notice for any applicable “Required Copy” contact person(s), the associated notice copy (but not the original) may be transmitted via facsimile to such facsimile number.

15.3. Government Use. The Licensed Materials include "commercial computer software" and related documentation within the meaning of Federal Acquisition Regulation 2.101, 12.212, and 27.405-3 and Defense Federal Acquisition Regulation Supplement 227.7202 and 52.227-7014(a). The Licensed Materials are highly proprietary to Allscripts and its vendors. Client shall ensure that all Authorized Users, including those that are representatives of the U.S. Government or any other government body, are permitted to use the Licensed Materials only as expressly authorized under this Agreement. Neither Client nor any government body shall receive any ownership, license, or other rights other than those expressly set forth herein, irrespective of (a) whether Client is an agency, agent, or other instrumentality of the U.S. Government or any other government body, (b) whether Client is entering into or performing under this Agreement in support of a U.S. Government or any other government agreement or utilizing any U.S. Government or any other government funding of any nature, or (c) anything else.

15.4. Ethical Conduct and Discounts. Allscripts is committed to fair competition and the rule of law, including anti-corruption laws and international anti-corruption standards, and it is Allscripts' strict policy not to participate in bribes or corrupt activities of any nature. Client represents and warrants that it has exercised independent business judgment in purchasing Services and in licensing Licensed Materials, and has not been offered, given, paid, promised to be given or paid, directly or Indirectly, any money or any other thing of value as an inducement to enter into this Agreement, nor is aware of any such offers, payments or promises to any personnel, third-party contractor or consultant of or working for Client. The dollar value of the discounts, free Licensed Materials components, or rebates provided hereunder, if any, as well as any other items and services not paid for by Client and received by Client hereunder, should be considered "discounts and other reductions in price" under Section 1128b (b) (3) (A) of the Social Security Act (42 U.S.C. § 1320-a-7b (b) (3) (A)), as amended. It is the intent of the parties to comply with the Anti-Kickback Statute Discount Safe Harbor (42 C.F.R. § 1001.952(h) as amended). The Discount Safe Harbor requires that certain discounts be reported and/or passed on to Federal and State health care programs, such as Medicare and Medicaid. Client shall be solely responsible for determining whether the savings, rebates or discounts it receives under this Agreement must be reported or passed on to the government or payers and for complying with such obligations.

15.5. Interpretation. No provision shall be construed against a party by reason of the fact that such party or its legal counsel drafted that provision, notwithstanding any rule of law or any legal decision to the contrary. For purposes of interpreting this Agreement: (a) the terms "herein," "hereof," "hereto," "herewith," "hereunder," "hereinafter," and similar terms shall refer to this Agreement as a whole; (b) the terms "includes" and "including" shall mean "include[ing], without limitation"; (c) references to Sections in any particular Attachment shall refer to Sections in that same Attachment, unless otherwise specified therein; and (d) headings contained herein are for convenience of reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, whenever the context requires, the singular number will include the plural, and vice versa.

15.6. Assignment. Either party may assign this Agreement, in whole or part, to an affiliate, controlled by, or under common control with the assignor, and either party may assign this Agreement to a successor to all or substantially all of the business or assets of the assigning party. Neither party may otherwise assign this Agreement and any attempted assignment in violation of the foregoing shall be null and void. This Agreement shall be binding on the parties and their successors and permitted assigns.

15.7. UCITA. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("UCITA"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions.

15.8. Insurance. At Allscripts' sole expense, Allscripts shall maintain, throughout the Term, the following Insurance policies: (i) Commercial General Liability Insurance with limits not less than one million dollars ($1,000,000) single limit per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and/or death and/or property damages and/or personal injury; (ii) Business Automobile Liability insurance including owned, non-owned and hired vehicles, for bodily injury and property damage liability, with an aggregate limit not less than one million dollars ($1,000,000) per accident; (iii) Workers' Compensation insurance with statutory limits; (iv) Employment Practices Liability insurance with an aggregate limit of at least one million dollars ($1,000,000); and (v) Errors and Omissions Insurance with an aggregate limit of at least ten million dollars ($10,000,000). These policies shall be issued by insurance companies having a financial strength rating no lower than "A-" as rated by the A.M. Best Company. If any incumbent carrier of Insurance required under this Agreement drops below the ratings required, Allscripts will use reasonable efforts to replace that carrier at the next scheduled policy renewal date with another carrier meeting the rating requirements specified herein, provided that unless the incumbent carrier is at serious risk of insolvency, Allscripts will not be required to change to a new replacement carrier if the policy offered by the replacement carrier is materially less favorable or materially more costly than the policy provided by the incumbent carrier. Allscripts will give Client fifteen (15) days' notice prior to any cancellation or non-renewal of the policies required hereunder, provided that Allscripts shall...
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or leased by Client or that is located anywhere outside of the Facilities for which such Licensed Materials are licensed, except as expressly authorized in each instance, in writing, and in advance by Allscripts; (e) grant or purport to grant any third party any right, title, interest, lien or option in or to any Licensed Materials; (f) remove, alter, add, or obscure any Intellectual property or other notice included in any Licensed Materials; or (g) take any photographs and/or make any film, audio, and/or video recordings of any training sessions, demonstrations, or presentations regarding any Licensed Materials (collectively, "Recordings") that involve Allscripts (or any Allscripts subcontractor) personnel, except as expressly authorized in each instance, in writing, and in advance by Allscripts, with the understanding that all Recordings shall be deemed and treated as Allscripts Property. Client shall ensure that each copy of any Licensed Materials made by or on behalf of Client contains all notices included in the associated original. Third Party Software, the Documentation, or other portions of this Agreement may include third party required terms for the license and/or use of Third Party Materials provided hereunder ("EULAs") and/or other additional or modified restrictions applicable to use of the Licensed Materials and all such provisions are incorporated herein and shall become a part of this Agreement and shall govern in the event of any conflict with any other provisions with respect to the Third Party Materials. The parties acknowledge that there are no EULA's relevant to Allscripts EPSII product. For subsequent Delivery Orders for which one or more EULAs are applicable, the most recent form of applicable EULA shall be attached to the applicable Delivery Order in each instance. Allscripts and Client shall work together in good faith to resolve any Client comments or other issues to a EULA.

1.5. Replacement of Third Party Materials. Allscripts may, in its discretion, require Client to replace any Third Party Materials for the balance of the then-applicable term with a reasonably comparable substitute on substantially similar terms, and Client shall promptly comply with any such directive; provided that Client shall not be bound to the terms of any EULA for such replacement Third Party Materials unless and until it has agreed to the form of such EULA in writing, it being understood that the parties will work together to resolve and Client comments or other issues pertaining to such EULAs. There shall be no increase in the associated license fees resulting solely from such discretionary replacement.

2. Equipment. Allscripts will use commercially reasonable efforts to cause any equipment purchased hereunder by Client ("Equipment") to be delivered by the mutually agreed upon target delivery dates. Any shipping charges specified herein are estimates only and actual shipping costs shall be invoiced as incurred. Client shall be responsible for all costs of, storage, and transportation. Unless otherwise specified herein, site preparation for, and installation of, the Equipment shall be Client's responsibility. Client acceptance of Equipment shall be deemed to occur automatically on the earlier to occur of the tenth (10th) day after completion of Installation by Allscripts (If contracted Professional Services cover such installation) or the thirtieth (30th) day after delivery, unless (a) the Equipment, as delivered, materially fails to conform with the configuration specified hereunder or any manufacturer's published specifications, (b) within that period, Client provides Allscripts written notice of its rejection for such defects with reasonable specificity, and (c) promptly thereafter, Client makes the Equipment available for evaluation and otherwise cooperates in remedying the defects. Client's remedies for any such duly rejected Equipment are as follows: Allscripts (or the manufacturer or vendor) shall (at its option and expense) (i) upon receipt of the Equipment, repair such Equipment so that it materially conforms or replace it with new Equipment, or (ii) cancel the purchase of such Equipment and refund the associated fees paid by Client.

3. Professional Services. Allscripts shall perform professional services mutually agreed-to hereunder ("Professional Services") in a professional and workmanlike manner. Professional Services shall be specified in D0's, except that, under exigent circumstances, Allscripts may, upon Client's request (including any request made through Allscripts standard support channel), provide limited hours (i.e., fewer than twenty (20) hours per request) of Professional Services that Allscripts is not otherwise obligated to perform hereunder, and in each such case, such Services shall be governed by this Agreement and Client shall pay Allscripts the associated additional fees and expenses. Such additional fees shall be calculated pursuant to any generally applicable Professional Services rate card specified in a DO (or, if there is no such rate card, at Allscripts' then-standard rates). Notwithstanding anything else, the Allscripts representations, warranties, and/or other obligations that shall apply to any given Professional Services (and/or the resulting work product) shall be confined to those that are expressly applicable under the provisions of this T&C and/or a DO (that is written and mutually executed). Allscripts may subcontract any Services and its other obligations hereunder, in whole or in part, provided that Allscripts shall remain responsible for performance of its obligations hereunder by any such subcontractors, provided that (1) the terms of such subcontractor's engagement shall be subject to the terms of this T&C, including the Mississippi Contracting Provisions Addendum attached hereto; and (2) Allscripts shall provide Client with written notice of any such subcontracting. Except as otherwise provided, (a) training services fees shall be calculated in accordance with Allscripts standard fee structure in effect on the date of Client enrollment, and (b) other Professional Services fees shall be calculated based on hourly rates and actual time spent performing the Professional Services. Client shall follow Allscripts' then-current administrative policies and procedures for enrollment, re-scheduling, or cancelation of training courses, as communicated by Allscripts from time to time. Allscripts reserves the right to cancel or reschedule any training course due to minimal enrollment. Client shall provide, at its expense, sufficiently trained (and Allscripts-certified, as applicable) personnel resources to fulfill the tasks specified as Client responsibilities in the DO(s) and shall duly complete such tasks.

4. Support Services. Subject to Section 4.7, Allscripts shall provide support services for the Software in accordance with this Section 4, as modified and supplemented in the applicable Software Addenda and DOs ("Support Services"). The scope of Support Services provided is dependent on whether the subject Software is
4.1. Error Corrections. Allscripts shall provide to Client, as promptly as reasonably practicable, software modifications or workarounds that eliminate the material adverse effects of or otherwise correct any Errors ("Error Corrections"). "Error" means any failure of the Allscripts Software, as implemented in accordance with this Agreement, to function substantially in accordance with the applicable Specifications. "Specifications" means the functional software specifications that are expressly designated as "Specifications" in the DO for the corresponding Allscripts Software and which are attached thereto or incorporated therein, or if none are so designated and attached/incorporated, the term Specifications shall mean the Documentation, in any case as such DO or Documentation is modified by any relevant and mutually agreed-upon written implementation plan. As soon as practicable, Client shall advise Allscripts of any known Error or issue that could jeopardize patient safety or performance of any Software, warn applicable Authorized Users of the same in a timely fashion, and take other reasonable steps to minimize risk, including curtailing and modifying use of any portion of any Software containing its adverse effects by any such Error/issue until Client confirms through its own testing that it has been corrected. All Support Services Interactions Initiated by Client (or any Authorized User) shall be directly routed to the Allscripts designated support personnel for the applicable Software or, as directed by Allscripts, to the applicable third party vendor with respect to Third Party Software.

4.2. Enhancements and Releases. With respect to each Software module, Allscripts shall make available to Client software enhancements and releases that Allscripts designates as being applicable to that module when, as, and if made generally available by Allscripts to its client base for that module. Allscripts provides no representations, warranties or promises regarding the frequency, timing, features or functionality of enhancements or releases. Enhancements and releases may require increases or changes to Third Party Products (defined in Section 4.6), which Client must procure and implement in a timely fashion and at Client's expense. The Documentation is subject to change, from time to time, by Allscripts (or its designee) and Allscripts shall make such changes available to Client promptly after they are made generally available to Allscripts' client base for the associated Software.

4.3. Allscripts Regulatory Requirements. Allscripts shall provide updates and/or modifications, if required, so that the Allscripts Software can be implemented to include functionalities necessary to allow Client to comply with regulatory requirements that are binding upon Client in its use of the Allscripts Software, as authorized hereunder, and that are (i) Privacy Standards or Security Standards (as defined in HIPAA), as applied solely to Protected Health Information ("PHI") stored within or transmitted from such Allscripts Software (as applicable, "HIPAA Laws"); and/or (ii) enacted by the U.S. Federal Government and are binding requirements regarding the processing of electronic transactions the Allscripts Software is designed to wholly process (as set forth in the Documentation) and that are wholly processed within the Allscripts Software; including any and all binding modifications or replacements to such regulations. Allscripts shall be obligated to provide such required updates and/or modifications only within a reasonable and practical timeframe after the applicable regulatory authority has enacted and publicly released the applicable final and binding regulatory requirement.

4.4. Third Party Software. Allscripts' Support Services obligations with respect to any Third Party Software shall be limited to those referenced or set forth in Section 4.2 and this Section 4.4, subject to any additional limitations set forth elsewhere in the Agreement. Allscripts shall transfer assignable warranties and indemnities for Third Party Software as set forth in Section 2. If such warranties/indemnities are not assignable to Client, and if the associated vendor provides no applicable warranties or indemnities directly to Client under any applicable EULA or applicable law, then Allscripts shall use reasonable efforts to enforce for the benefit of Client, as reasonably required, any such applicable warranties and indemnities made directly by the vendor to Allscripts. Unless otherwise specified in the applicable EULA or elsewhere in the Agreement, Client shall classify support requests for Third Party Software consistent with the classification required hereunder for the associated Allscripts Software. Allscripts will provide its then-designated first level support for material issues concerning the functioning of any Third Party Software that Client duly advises Allscripts of. For any such unresolved issues that remain thereafter, Allscripts may, in its reasoned discretion, act as a liaison with the associated vendor in any of the vendor's efforts to resolve and/or refer Client to the associated vendor for support in accordance with such vendor's policies and procedures and the applicable EULA. Without limiting the generality of the foregoing, Allscripts has no obligation to develop or issue any error corrections or other fixes or workarounds with respect to any Third Party Software issue.

4.5. Viruses. Allscripts shall not include in any Licensed Materials any disabling devices, and will use commercially reasonable efforts to ensure that the Allscripts Software, as delivered to Client, does not include any viruses, worms, Trojan horses or other malicious code (collectively, "Viruses"). Client shall use commercially reasonable efforts to ensure that it does not introduce any Viruses into any Software.

4.6. Client Environment. Subject only to Allscripts' obligations under Section 2 and any Services purchased hereunder, Client is solely responsible for procuring, migrating, converting, implementing, and maintaining all hardware, computer software, services (including, without limitation, all Internet access services and other telecommunication services), equipment, technology, data, operating platforms, facilities, systems and tools required or used in connection with Client's set-up, Integration, interfacing to and from, use and support of any Licensed Materials (collectively, "Third Party Products"). Client represents and warrants that all information related to Client's actual and anticipated computer system infrastructure and environment and transaction and user volumes, as set forth in a DO or otherwise disclosed by Client to Allscripts, are accurate and complete (as so disclosed, the "Client Disclosed Metrics"). Client shall
Exhibit 1

promptly notify Allscripts of any material changes in any Client Disclosed Metrics that are used to calculate any fees hereunder. Client is responsible for its selection of Services, Equipment, and Licensed Materials and evaluating their suitability for its business operations.

4.7 Limitations and Exclusions. Allscripts shall be obligated to provide Support Services for any Software only (a) if and to the extent Client has expressly purchased such Services from Allscripts for the subject Software under a DO, (b) during the corresponding support period specified in that DO (the "Support Term"), and (c) if Client is in full compliance with its payment and other obligations hereunder. Unless otherwise specified hereunder, Support Services do not include any implementation services or training. Allscripts is not licensed for any errors or problems with any Licensed Materials or any performance failures hereunder to the extent they are caused by any of the following: (a) any Client Apps or other Licensed materials modifications (other than those provided by Allscripts hereunder); (b) any misuse, capacity or other deficiencies or errors in, or failures or unavailability of any aspect of any Equipment (subject only to Allscripts' compliance with Section 2), Third Party Products, or Third Party Software (subject only to Allscripts' compliance with Section 4.4); (c) any inaccuracy of any Client Disclosed Metrics or any Client failure to timely advise Allscripts of any material change in any Client Disclosed Metrics; (d) Client's failure to install in accordance with instructions reasonably specified by Allscripts or its designated third party vendor, or to allow Allscripts (or its designee) to install, any Allscripts-approved Error Correction or other update or modification made available to Client; (e) any Client breach hereunder or any negligent or willful act or omission of Client; (f) any data import or implementation by Client and/or use of any Licensed Materials that is not in accordance with the Documentation, this Agreement, and/or Allscripts' reasonable recommendations designed to comply with any Allscripts regulatory requirements under Section 4.3 and/or maximize performance of the Licensed Materials and minimize hardware requirements; (g) any virus, worm, Trojan horse or other malicious code that does not directly result from Allscripts' breach of Section 4.5; (h) any corruption, damage, loss, breach of security, or mis-transmission of data not caused by Allscripts' negligence or willful misconduct; (i) any failure, feature, or flaw that is not reproducible and verifiable by Allscripts (or its designee) in its operation of the subject Software at its own facilities using its commercially reasonable efforts; and/or (j) any stated assumptions in the Agreement being incorrect. Immediately upon and after the expiration or termination of the Support Term, Client's continued licensed use of the corresponding Software shall be on an "AS-IS" basis and all Allscripts representations, warranties, and other obligations pertaining to such Software will immediately terminate and be of no force or effect. This Section 4.7 shall govern in the event of any conflict with any other provisions in the Agreement except the Mississippi Contracting Provisions Addendum.

5. Payment Terms.

5.1 General Payment Terms. Except as otherwise provided hereunder: (a) Client shall pay all fees and costs by the due dates specified herein (or if not specified, within thirty (30) days of the date of Allscripts' Invoice), and to the recipient specified herein (or, if not specified, to Allscripts), and (b) the Support Services fees or license fees for any renewal portion of the Support Term or non-perpetual license term (as applicable) shall be at Client's rate for such fees in effect on the day immediately preceding the renewal term (subject to adjustments hereunder) and are due and payable upon commencement of the renewal term. All fees are expressed in U.S. Dollars and all payments will be made in U.S. Dollars. Client shall (a) prepare and maintain reasonably detailed records to verify its compliance with the license terms and its payment and other obligations hereunder, (b) ensure that such records are retained for at least two (2) years after expiration or termination of this Agreement, (c) make such records available for inspection and copying by Allscripts and its appointed auditors promptly upon notice by Allscripts, and (d) promptly answer Allscripts' questions and otherwise promptly provide Allscripts with reasonably requested information and cooperation related thereto. Allscripts may, at any time, without notice, monitor and audit usage of the Licensed Materials for the purposes of determining compliance with the Agreement.

5.2 Annual Fee Adjustments. Except as otherwise specified herein, any fees payable by Client may, in Allscripts' discretion, be increased annually, on the anniversary of their commencement, by a percentage equal to the percentage increase in the Consumer Price Index - All Urban Consumers US City Average Current Series Index (CPI-U) as maintained by the U.S. DOL Bureau of Labor Statistics for the most recently completed 12 months.

5.3 Expenses. Pursuant to the Client's travel policies, Client shall pay or reimburse Allscripts all travel expenses and other out-of-pocket expenses actually incurred by or on behalf of Allscripts in performance of its obligations under this Agreement, and Allscripts will incur costs for Client's account in accordance with the same travel and expense policies then-applicable to Allscripts' reimbursement of Allscripts personnel.

5.4 Taxes. Client shall pay (or shall reimburse Allscripts, as applicable) for all taxes, customs, duties and assessments (exclusive of taxes based on Allscripts' net income) with respect to this Agreement or the materials or Services provided hereunder. If Client claims an exemption from any such taxes, then Client shall provide to Allscripts appropriate evidence of such exemption and shall be responsible for any taxes Allscripts did not withhold based on such exemption and any associated penalties.

5.5. Fee Disputes. Client may withhold payment of any amount it disputes in good faith pending resolution of the dispute, provided that Client (a) promptly notifies Allscripts of that dispute (and, in any event, within thirty (30) days of discovering the dispute), (b) includes in such notice reasonably sufficient details regarding the dispute and associated and then-available backup documentation for Client's position, (c) timely pays all other amounts due hereunder, and (d) works cooperatively and in good faith with Allscripts to resolve the dispute. All amounts not duly and timely disputed and not paid - within forty-five (45) days are subject to a late payment charge of twelve
percent (12%) per annum simple interest (or, if less, the maximum rate allowed by applicable law) from the due date until the date of payment. If there is a Suspension Event, in addition to any of its other rights or remedies, Allscripts reserves the right to suspend, upon fourteen (14) days advance notice, any and/or all transaction processing services and other Services provided to Client, without liability to Client, until, as applicable, the overdue amounts are paid in full or Client permanently ceases all associated Improper activities and certifies same to Allscripts in writing. "Suspension Event" means (a) Client's account is - forty-five (45) days or more overdue (except with respect to charges then-duly and timely disputed), and/or (b) Client (or any Authorized User) has used any Licensed Materials in a manner that is not in accordance with the Agreement and that materially degrades or jeopardizes the performance and/or stability of the network or systems used to perform any Services. During the fourteen (14) days Client shall have the chance to cure any breach.

6. Ownership and Allscripts License.

6.1. Ownership. As between the parties, Client will retain all right, title and interest ("Rights") in and to all Client CI and other Client Data (collectively, "Client Property"); subject only to Allscripts' license rights pursuant to this Agreement. "Client Data" means all content, data, and other information (excluding Client feedback concerning any Licensed Materials ("Feedback")) that (a) originates with Client, (b) is duly licensed or acquired by Client from any third parties outside of this Agreement, and/or (c) is otherwise used in connection with the Licensed Materials and is not Allscripts Property. As between the parties, Allscripts shall exclusively own all Rights in and to all, Licensed Materials, and Allscripts CI, and all copies, derivative works, and modifications of and intellectual property rights related to any of the foregoing (collectively, "Allscripts Property"); subject only to Client's license rights hereunder. Without any additional consideration, Client hereby automatically and irrevocably assigns to Allscripts all Rights in and to all Allscripts Property.

6.2. Allscripts License. Allscripts has a non-exclusive, worldwide, non-transferable (subject to Section 15.8), fully-paid-up, sublicensable (to Allscripts affiliates and subcontractors), royalty-free right and license to reproduce, distribute, disclose, store, de-identify and otherwise modify, and otherwise use: (a) Client Property as reasonably required for Allscripts to perform its obligations hereunder during the Term and/or otherwise test and/or enhance the Licensed Materials, subject in each case to the Disclosure Protections (defined in Section 9), (b) For clarification, a disclosure of Client Property made through use of any Licensed Materials shall be deemed and treated as a disclosure by Client (and not by Allscripts) if the disclosure is made (I) by or at the specific request of Client and/or any Authorized User(s), or (ii) under any Client or Authorized User account (and not as a result of Allscripts' negligence).

7. Client Cooperation. Client shall complete implementation of available (a) Error Corrections and regulatory updates/modifications as promptly and reasonably practicable and (b) releases and enhancements within a reasonable period of time; except that, Client shall obtain Allscripts' prior reasonable approval before implementing any of the foregoing for Third Party Software made available directly by a third party vendor. Client will, at its expense, obtain and provide Allscripts in a timely manner with such data, Client Infrastructure access and use (remote and on-site), information, materials, third party and internal consents and approvals, and other cooperation and support as is, and in the forms and formats, reasonably requested or required by Allscripts in connection with the implementation, provision, and/or use of any Professional Services, Support Services and other services provided by Allscripts hereunder (collectively, "Services"). Software, and/or Equipment.

8. Client Review.

8.1. In General. As between the parties, Client is responsible for all decisions, acts, and omissions of any persons in connection with the delivery of medical care or other services to any patients. Before any Licensed Materials are placed into a live production environment, it is Client's responsibility to review and test all Licensed Materials and associated workflows and other content, as implemented, make independent decisions about system settings and configuration based upon Client's needs, practices, standards and environment, and reach its own independent determination that they are appropriate for such live production use. Any such use by Client (or its Authorized Users) will constitute Client's representation that it has complied with the foregoing. Client shall ensure that all Authorized Users are appropriately trained in use of the then-deployed release of the Software prior to their use of the Software in a live production environment.

8.2. Clinical Materials. This Section applies to any Licensed Materials designed for clinical use (as set forth in the Documentation) ("Clinical Materials"). Clinical Materials are tools to assist Authorized Users in the delivery of medical care, but should not be viewed as prescriptive or authoritative. Clinical Materials are not a substitute for, and Client shall ensure that each Authorized User applies in conjunction with the use thereof, independent professional medical judgment. Clinical Materials are not designed for use, and Client shall not use them, in any system that provides medical care without the participation of properly trained personnel. Any live production use of Clinical Materials by Client (or its Authorized Users) will constitute Client's acceptance of clinical responsibility for the use of such materials.

9. Confidentiality. Each party ("Recipient") will not access or use CI of the other ("Discloser") for any purposes other than performance of its obligations or receipt of benefits hereunder and shall maintain such information in the strictest confidence, except for disclosures expressly authorized hereunder. Recipient may disclose the Discloser's CI to Recipient's employees, attorneys, advisors, and contractors who have a legitimate "need to know", provided that Recipient ensures that all such entities and persons are obligated to and do comply with confidentiality obligations consistent with (and no less restrictive than) this Section 9 ("Disclosure Protections"), but in no event may Client disclose any Allscripts CI to any competitors of Allscripts (or any of its affiliates) or any employees or contractors of any such competitors. The term "CI" means the provisions of this Agreement (which shall be the CI of both parties, subject
11. Indemnification.

11.1. Intellectual Property. Allscripts shall indemnify, defend, and hold harmless Client from and against Claims and Client Losses, in each case, to the extent they are based on allegations that Client's use of the Allscripts Software, as expressly authorized herein only, during the associated Support Term only, infringes any third party copyright or U.S. patent or misappropriates any third party trade secret. However, the foregoing obligations of Allscripts set forth in this Section 11 (the "Allscripts IP Obligations") do not apply to (A) if Client admits any related third party allegation without the express prior written consent of Allscripts, or (B) to any Claim or Loss to the extent it results from or arises out of (in whole or in part) (i) the existence, disclosure, or other use of any Client Property (other than any Allscripts disclosure or use that is in violation of this Agreement), (ii) the existence, disclosure, or other use of any Client App(s) (and/or other modification(s) of the Allscripts Software) developed by anyone other than Allscripts (other than any Allscripts disclosure or use that is in violation of this Agreement), (iii) the use of any Allscripts Software in combination with any Third Party Software or any technology, hardware, software, information, processes, and/or other property not provided by Allscripts hereunder; and/or (iv) Client's continued use of the Allscripts Software after Allscripts has provided an IP Remedy (collectively, "Excluded Items"); "Claims" means third party claims and lawsuits; and "Losses" means the subject party's incurred damages, liabilities, settlements, judgments, costs and expenses resulting from corresponding Claims that are awarded or adjudged by a court or arbitration panel with competent jurisdiction or approved in writing by the other party. If any Allscripts Software is or is believed by Allscripts to infringe or misappropriate any third party intellectual property rights, then Allscripts, may, at its sole option and expense (each of the following, an "IP Remedy"): (a) procure for Client the right to continue using the applicable Allscripts Software on substantially similar terms to those contained herein; (b) modify such Allscripts Software so that it becomes non-infringing and maintains substantially the same functionality; (c) replace such Allscripts Software with non-infringing software that has substantially the same functionality; or (d) refund to Client a pro-rata portion of the associated license fees that have been paid by Client and are attributable to the shorter of the unexpired license term or unexpired corresponding Support Term, subject to any off-set for amounts then-owed and payable to Allscripts hereunder, and provided Client ceases all further use of the Allscripts Software.

11.2. Injury and Property Damage. Allscripts (as the Indemnifying Party) shall indemnify, defend, and hold harmless the Client from and against Claims and the Client's party's Losses, in each case, to the extent resulting from or arising out of personal injuries, death, or damage to tangible personal or real property of any third party caused by the gross negligence or willful misconduct of Allscripts or any affiliate, employee or contractor of Allscripts, except any of the foregoing based on allegations of medical malpractice or liability arising out of delivery of (or a failure to deliver) medical care.
11.3. Procedures. Client’s right to Indemnification hereunder ("Indemnified Party") is conditioned upon the following: prompt notice to the party obligated to provide Indemnification ("Indemnifying Party") of any Claim for which indemnity is sought and reasonable cooperation by the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of a claim by the Indemnifying Party with counsel of the Indemnified Party’s choice at the Indemnified Party’s expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or consent to the entry of any Judgment that imposes any material obligation upon the Indemnified Party that the Indemnifying Party does not discharge.

12. Limitations of Liability.

12.1. Limitations. NOTWITHSTANDING ANYTHING ELSE, SUBJECT ONLY TO SECTION 12.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY (OR ALLSCRIPTS’ VENDORS) SHALL BE LIABLE WITH RESPECT TO ANY SOFTWARE, SERVICES AND/OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS OR LOST BUSINESS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (II) ANY AMOUNTS IN EXCESS OF, IN THE AGGREGATE, FOR ALL CLAIMS IN CONNECTION HEREWITH, THE APPLICABLE FEES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT, ACTION, OR OMISSION GIVING RISE TO SUCH PARTY’S LIABILITY FOR WHICH ANY CREDITS OR DAMAGES ARE PAID OR HELD RECOVERABLE HEREUNDER; OR (III) THE COST OF PROCUREMENT SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OF ANY KIND. "APPLICABLE FEES" MEANS THE FEES PAID BY CLIENT TO ALLSCRIPTS HEREUNDER FOR THE LICENSED MATERIALS AND/OR EQUIPMENT THAT IS/ARE THE SUBJECT OF ANY CLAIM FOR WHICH ANY CREDITS OR DAMAGES ARE PAID OR HELD RECOVERABLE HEREUNDER. FOR CLARIFICATION, ANY CREDITS PAID BY ALLSCRIPTS SHALL REDUCE ALLSCRIPTS’ LIABILITY CAP ON A DOLLAR-FOR-DOLLAR BASIS AND SHALL NOT BE DEEMED OR TREATED AS AN ADMISSION OF LIABILITY. ALL OF THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12.2. Exclusions. The limitations of liability set forth in Section 12.1 (a) are with respect to Allscripts’ third party vendors, subject to any applicable EULA(s), (b) are subject to any additional limitations of liability set forth elsewhere in the Agreement, and (c) shall not apply to the extent a claim results from or arises out of: (I) either party’s indemnity or defense obligations hereunder; (II) Client’s breach of Section 1 or any other license restrictions set forth in the Agreement; (III) either party’s breach of Section 9; (IV) either party’s willful misconduct or bad faith; and/or (V) Client’s payment obligations hereunder.

13. Termination.

13.1. Termination for Cause. Either party may terminate this Agreement (including all SOs) for cause upon providing a termination notice to the other party if the other party materially breaches the Agreement and does not, within sixty (60) days after receipt of a corresponding breach notice specifying in reasonable detail the nature of such breach, cure such breach in all material respects.

13.2. Effect of Termination. Upon any termination of the Agreement, (a) Recipient shall return or destroy any Discloser CI which is in the Recipient’s possession, except that Allscripts may retain a copy of Client’s CI as required to comply with regulatory requirements or for record keeping purposes only, subject in each instance to the BAA, and (b) all Services and all of Client’s licenses hereunder shall terminate and Client shall immediately cease using (and shall ensure that all Authorized Users cease using), and return to Allscripts if practicable, and otherwise certify to Allscripts de-installation and non-use of, all associated Licensed Materials and Services. No termination shall relieve either Party of any payment or other obligations accrued at the time of termination. Further, any and all rights and obligations which by their nature and context are intended to survive such termination shall so survive. If there are no perpetual licenses granted by Allscripts hereunder and all term licenses and Services expire in accordance with this Agreement, then such expiration shall be deemed and treated as a termination of the Agreement under this Section 13.2.

14. Dispute Resolution.

14.1. Informal. Neither party shall initiate an arbitration or litigation of any dispute hereunder unless (i) such party has provided the other with a written notice of that dispute with reasonable specificity and attempted in good faith to resolve that dispute through negotiations, (ii) despite such efforts, the dispute remains unresolved thirty (30) or more days after receipt of that notice, and (iii) such initiation is in accordance with Section 14.2.

14.2. Governing Law/Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, disregarding any conflict-of-laws rules which may direct the application of the laws of another jurisdiction.

15. Miscellaneous Terms.

15.1. Delivery. The Equipment (if any) and Software and Documentation (including updates thereto) will be deemed delivered when sent via express carrier to Client’s designated shipping contact(s) (or the Allscripts designated data center, if the subject Software is to be remotely hosted hereunder by Allscripts), FOB shipping point, with delivery confirmed by the carrier (which shall be reasonably designated by Allscripts). Notwithstanding the foregoing, Allscripts may, at its option in each case, deliver Software and/or Documentation via one of the following methods (in lieu of physical shipment): (a) Electronic download in accordance with Allscripts’ then standard policies and procedures; or (b) providing Client license key(s) for access and use. Client may change its shipping contact information upon at least thirty (30) days advance notice to Allscripts. Licensed Materials will be delivered in Allscripts’ then-designated format and media and Professional Services deliverables will be delivered via Allscripts’ then-designated method.

15.2. Notices. Except as otherwise specified herein, all notices, to be valid, must be (a) in writing, (b) delivered in person or sent, postage prepaid, by certified or registered
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not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Allscripts obtains similar coverage from another insurer, without a lapse in coverage.

15.9. [RESERVED]

15.10. Other. Nothing herein shall restrict the right of Allscripts to engage in any business or provide any products or services to any customers on any terms. In the event that any of the provisions of this Agreement are held to be unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The parties are independent contractors under this Agreement. A party shall not be liable for any delays or failure to perform (other than any license, payment, or confidentiality obligations) as a result of causes beyond the reasonable control of such party and not due to the negligence on the part of the party claiming excuse for delay or failure. The party claiming excuse must promptly notify the other of the event and its expected duration and use its reasonable efforts to mitigate its effects and perform hereunder. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.
Exhibit 1

Exhibit 1

MISSISSIPPI CONTRACTING PROVISIONS ADDENDUM

This Mississippi Contracting Provisions Addendum is attached to and incorporated into that certain Master Acute Client Agreement (the "MACA") by and between Allscripts Healthcare, LLC ("Allscripts") and University of Mississippi Medical Center ("Client") dated July 1, 2013. All capitalized terms used herein but not defined herein shall have the meanings given to such terms in the MACA. In the event of a conflict the terms of the Mississippi Contracting Provisions Addendum shall control.

1. Representations of Allscripts. Allscripts represents and warrants that Allscripts, its officers, directors and employees (a) are not currently excluded, debarred, or otherwise ineligible to participate in any federal healthcare programs or any state healthcare program; (b) 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 or any state healthcare programs; (c) are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list; (d) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Allscripts being excluded from participation in the Federal Healthcare Programs or any state healthcare program; and (e) if Allscripts is to receive any patients' personal health information, Allscripts represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected. These shall be on-going representations and warranties during the term of this Agreement and Allscripts shall immediately notify Client of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Client the right to terminate this Agreement immediately for cause.

2. Compliance with Applicable Healthcare Laws. The parties agree that this Agreement avoids any element of inappropriate reimbursement for services as currently provided under federal or state law. Nothing in this Agreement shall be construed as a promise or obligation on the part of either party to refer patients or business to the other party.

3. Change in Law. (i) Notwithstanding any other provisions of this Agreement, if during the term hereof any Change of Law (defined below) results in an Adverse Consequence (defined below), the parties agree to negotiate in good faith to make reasonable revisions to this Agreement to avoid such Adverse Consequences while seeking to maintain the parties as close as possible to their original positions despite such revisions. Upon notice by one party to another of such Change of Law, the parties agree that they shall attempt to resolve the matter within thirty (30) days of such notice. (ii) As used herein, "Change of Law" shall mean: (A) any new legislation enacted by the federal government or the government of Mississippi; (B) any new third party payer or governmental agency law, rule, regulation or guideline; or (C) any judicial order or decree. (iii) As used herein, "Adverse Consequence" shall mean a Change of Law that prohibits, restricts, limits or otherwise affects either party's rights or obligations hereunder in a material manner or otherwise makes it desirable to restructure the relationship established hereunder because of material legal consequences, including loss of tax exempt status, expected to result from such Change of Law.

4. HIPAA. The rights and obligations of Allscripts and Client hereunder with respect to compliance with HIPAA Laws shall be governed by Section 4.3 of the Agreement as well as the BAA between the parties.

5. Tax-Exempt Status. Pursuant to Mississippi law, Client is exempt from state sales and use taxes. Client will not pay excise, personal property, income, value added, or other similar taxes. If Allscripts is liable for such taxes, Allscripts shall take such into consideration in pricing.


7. Governmental Entity. Allscripts recognizes and acknowledges that Client, as a political subdivision of the State of Mississippi, is entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. The provisions of this Section 7 notwithstanding, Allscripts and Client each acknowledge their respective obligations under Section 3 of this addendum to negotiate in good faith to make reasonable revisions to this Agreement to avoid Adverse Consequences.

8. Payment. Unless the Agreement provides for periodic invoicing, payment of all fees for services shall not occur until all services to be provided, and/or deliverables, if any, under the Agreement have been fully provided to UMMC's satisfaction. Continuance of any UMMC contract is based upon the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of UMMC. Any property covered by a lease shall be returned to the lessor. In the event of any reduction of available funds, this contract shall be funded as priority. No invoice shall be considered past due or late until the 45th day after receipt and no late payment fees or penalties shall apply in excess of those prescribed by law.

9. Employment Protection Act. Vendor represents and warrants that, to the extent such law is applicable to the performance of its obligations hereunder, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code of 1972 (as amended) 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
not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Allscripts obtains similar coverage from another insurer, without a lapse in coverage.

15.9. [RESERVED]

15.10. **Other.** Nothing herein shall restrict the right of Allscripts to engage in any business or provide any products or services to any customers on any terms. In the event that any of the provisions of this Agreement are held to be unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The parties are independent contractors under this Agreement. A party shall not be liable for any delays or failure to perform (other than any license, payment, or confidentiality obligations) as a result of causes beyond the reasonable control of such party and not due to the negligence on the part of the party claiming excuse for delay or failure. The party claiming excuse must promptly notify the other of the event and its expected duration and use its reasonable efforts to mitigate its effects and perform hereunder. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.
MISSISSIPPI CONTRACTING PROVISIONS ADDENDUM

This Mississippi Contracting Provisions Addendum is attached to and incorporated into that certain Master Acute Client Agreement (the "MACA") by and between Allscripts Healthcare, LLC ("Allscripts") and University of Mississippi Medical Center ("Client") dated July 1, 2013. All capitalized terms used herein but not defined herein shall have the meanings given to such terms in the MACA. In the event of a conflict the terms of the Mississippi Contracting Provisions Addendum shall control.

1. **Representations of Allscripts.** Allscripts represents and warrants that Allscripts, its officers, directors and employees (a) are not currently excluded, debarred, or otherwise ineligible to participate in any federal healthcare programs or any state healthcare programs; (b) 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 or any state healthcare programs, (c) are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list; (d) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Allscripts being excluded from participation in the Federal Healthcare Programs or any state healthcare programs and (e) if Allscripts is to receive any patients' personal health information, Allscripts represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients personal health information is protected. These shall be ongoing representations and warranties during the term of this Agreement and Allscripts shall immediately notify Client of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Client the right to terminate this Agreement immediately for cause.

2. **Compliance with Applicable Healthcare Laws.** The parties believe this Agreement avoids any element of inappropriate reimbursement for services as currently provided under federal or state law. Nothing in this Agreement shall be construed as a promise or obligation on the part of either party to refer patients or business to the other party.

3. **Change in Law.** (i) Notwithstanding any other provisions of this Agreement, if during the term hereof any Change of Law (defined below) results in an Adverse Consequence (defined below), the parties agree to negotiate in good faith to make reasonable revisions to this Agreement to avoid such Adverse Consequences while seeking to maintain the parties as close as possible to their original positions despite such revisions. Upon notice by one party to another of such Change of Law, the parties agree that they shall attempt to resolve the matter within thirty (30) days of such notice. (ii) As used herein, "Change of Law" shall mean: (A) any new legislation enacted by the federal government or the government of Mississippi; (B) any new third party payer or governmental agency law, rule, regulation or guideline; or (C) any judicial order or decree. (iii) As used herein, "Adverse Consequence" shall mean a Change of Law that prohibits, restricts, limits or otherwise affects either party's rights or obligations hereunder in a material manner or otherwise makes it desirable to restructure the relationship established hereunder because of material legal consequences, including loss of tax exempt status, expected to result from such Change of Law.

4. **HIPAA.** The rights and obligations of Allscripts and Client hereunder with respect to compliance with HIPAA Laws shall be governed by Section 4.3 of the Agreement as well as the BAA between the parties.

5. **Tax-Exempt Status.** Pursuant to Mississippi law, Client is exempt from state sales and use taxes. Client will not pay excise, personal property, income, value added, or other similar taxes. If Allscripts is liable for such taxes, Allscripts shall take such into consideration in pricing.

6. **Equal Opportunity Employer.** During the performance of any contract with Client, Allscripts agrees to be bound by provisions of Civil Rights Act of 1964 (as amended), the Rehabilitation Act of 1973 (as amended), and the Veterans Readjustment Act of 1972 (as amended).

7. **Governmental Entity.** Allscripts recognizes and acknowledges that Client, as a political subdivision of the State of Mississippi, is entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. The provisions of this Section 7 notwithstanding, Allscripts and Client each acknowledge their respective obligations under Section 3 of this addendum to negotiate in good faith to make reasonable revisions to this Agreement to avoid Adverse Consequences.

8. **Payment.** Unless the Agreement provides for periodic invoicing, payment of all fees for services shall not occur until all services to be provided, and/or deliverables, if any, under the Agreement have been fully provided to UMMC's satisfaction. Continuance of any UMMC contract is based upon the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of UMMC. Any property covered by a lease shall be returned to the lessor. In the event of any reduction of available funds, this contract shall be funded as priority. No invoice shall be considered past due or late until the 45th day after receipt and no late payment fees or penalties shall apply in excess of those prescribed by law.

9. **Employment Protection Act.** Vendor represents and warrants that, to the extent such law is applicable to the performance of its obligations hereunder, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code of 1972 (as amended) 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
Exhibit 1

Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor 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. Vendor 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. Vendor understands and agrees that any breach of these warranties may subject Vendor 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 Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

10. Severability. If any provision of the Agreement shall be deemed to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. Attorney’s Fees, Collection Costs and Damages. Any provisions of the Agreement which require the prevailing party, and/or require UMMC to pay Vendor any attorney fees and/or collection costs are hereby deleted in their entirety. Any provisions of the Agreement which require payment of liquidated damages by UMMC are hereby deleted in their entirety.
Exhibit 1

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ADDENDUM

Addendum No.: ____________
BAA

BACKGROUND

WHEREAS, The University of Mississippi Medical Center ("UMMC") and Allscripts Healthcare LLC ("Vendor") are parties to that certain Agreement dated July 1, 2013, (the "Agreement") pursuant to which Vendor provides certain services to UMMC and, in connection with those services, UMMC discloses to Vendor certain information ("Protected Health Information" or "PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, (as may be now or hereafter amended or modified, "HIPAA"). Vendor acknowledges that as a Business Associate, it is responsible to comply with the applicable requirements of the HIPAA Security and Privacy regulations, pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), including Sections 164.308, 164.310, 164.312, and 164.316 of title 45 of the Code of Federal Regulations; and

WHEREAS, Vendor, as a recipient of protected health information from UMMC, is a "Business Associate" as that term is defined in HIPAA and regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA (herein "HIPAA Regulations"); and

WHEREAS, pursuant to the HIPAA regulations, all Business Associates of entities such as UMMC must agree in writing to certain mandatory provisions regarding the Use and Disclosure of PHI; and

WHEREAS, the purpose of this Addendum is to satisfy the requirements of the HIPAA and HITECH Regulations. Effective September 23, 2013 ("Compliance Date"), the HIPAA and HITECH Regulations shall include the Omnibus Rule published on January 25, 2013.

NOW, THEREFORE, in consideration of the foregoing and of the desire of UMMC and Vendor to continue providing or receiving services under the Agreement, the parties agree as follows:

1. Unless otherwise provided in this Addendum, capitalized terms have the same meaning as set forth in the HIPAA Regulations. The term "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards" as defined in HIPAA with the exception that it shall apply to the management of the conduct of Vendor's workforce, rather than UMMC's workforce, in relation to the protection of that information.

2. Vendor specifically agrees that it will comply in all material respects with the applicable requirements of HIPAA when Using or Disclosing PHI received by Vendor from or on behalf of UMMC, including:
   a. not Use or further Disclose PHI other than as permitted or required by the Agreement or this Addendum or as permitted required by law;
   b. use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by the Agreement;
   c. report to UMMC any use or disclosure of the PHI not provided for by the Agreement that compromises UMMC's PHI of which Vendor becomes aware;
d. ensure that any agents or subcontractors to whom it provides PHI received from, or created or received by Vendor on behalf of UMMC agrees in writing to the same restrictions and conditions that apply to the Vendor with respect to such PHI;

e. as required under and within the period of time permitted under 45 C.F.R. §164.524, upon receipt of reasonable advance written notice from UMMC Vendor shall make available to UMMC such PHI as is maintained by Vendor, in the format requested unless it is not readily producible in such format, in which case it shall be produced in hard copy format. The foregoing shall be applicable only if Vendor is required by the Agreement to maintain UMMC's Designated Record Set at the time of the request. Vendor may charge a reasonable, cost-based fee as permitted under 45 C.F.R., §164.524 (e)(4). Any denials of access to the PHI requested shall be the responsibility of UMMC and Vendor shall have no responsibility to respond to requests of individuals who are seeking access to PHI directly from Vendor;

f. for so long as PHI of an individual is maintained in UMMC's Designated Record Set if Vendor is required by the Agreement to maintain such Designated Record Set for UMMC, upon receipt of a reasonable advance written request from UMMC, amend PHI and incorporate any amendments to the PHI in accordance with 45 C.F.R. §164.526;

g. make available to UMMC the information required to provide an accounting of Disclosure in accordance with 45 C.F.R. §164.528 in connection with an accounting of disclosures of PHI request from an individual received by UMMC. Such an accounting shall provide:

   The date of each Disclosure

   The name and address of the organization or person to whom the Protected Health Information was Disclosed;

   A brief description of the information Disclosed;

   Disclosures, other than those made at the request of the Individual, the purpose for which the information was Disclosed or a copy of the request or authorization for Disclosure.

Vendor will provide the above accounting to UMMC as promptly as possible, but in any event no later than thirty (30) days after receipt of UMMC's reasonable advance written request therefore;

h. make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by Vendor on behalf of UMMC available to the Secretary of the U.S. Department Health and Human Services for purposes of determining the UMMC's compliance with HIPAA;

i. at termination of the Agreement, if feasible, return or destroy all PHI received from, or created or received by Vendor on behalf of UMMC, including such information in possession of Vendor's subcontractors, that are a result of the Agreement and retain no copies of such information or, if such return is not feasible, extend the protections, limitations and restrictions contained in this Addendum to Vendor's Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purpose that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this Addendum and/or Agreement for only so long as Vendor maintains such PHI;

j. mitigate, to the extent practicable, any harmful effect that is known to Vendor of a Use or Disclosure of PHI by Vendor in violation of the requirements of this Addendum;

k. implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards (the "Safeguards") in accordance with HIPAA that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of Electronic Protected Health Information
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that it creates, receives, maintains, or transmits on behalf of UMMC, as required by the applicable requirements of 45 C.F.R. Part 164 Subpart C;

l. ensure that any agent and subcontractor to whom Vendor provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic PHI;

m. make its policies, procedures, and documentation required by the Security Rule relating to the Safeguards available to the Secretary of the Department of Health and Human Services for purposes of determining UMMC’s compliance with the Privacy and Security Rule;

n. request and Use or Disclose only the Minimum Necessary amount of Protected Health Information to serve the intended purposes of the request. Use or Disclose;

o. Vendor shall report promptly to UMMC any successful Security Incident of which Vendor becomes aware; provided, however, that with respect to attempted unauthorized access, Use or Disclosure, modification, or destruction of information or interference with system operations in an Information System affecting electronic PHI, such report to UMMC will be made available upon request;

p. if Vendor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, Uses or Discloses Unsecured Protected Health Information as defined in 45 C.F.R. 164, Subpart D, it shall, following the discovery of a breach of such information, notify UMMC of such breach without unreasonable delay, but in any event no later than fifteen (15) business days of discovery. Such notice shall include the identification of each individual whose Unsecured PHI has been or is reasonably believed by Vendor to have been accessed, acquired, or Disclosed during such breach.

3. Vendor, in its capacity as Business Associate to UMMC, shall be permitted to Use and Disclose PHI in a manner that would not violate the requirements of the HIPAA Regulations as follows:

i. for the proper management and administration of Vendor;

ii. to carry out the legal responsibilities of Vendor;

iii. to provide data aggregation services relating to the health care operations of UMMC;

iv. to perform services in the Agreement or to perform its obligations in this Addendum;

v. as requested by UMMC or authorized governmental agent for public health activities and purposes; and

4. Vendor and UMMC agree that Vendor or UMMC is authorized to terminate this Addendum and the Agreement in connection with termination of the Agreement if the non-breaching party determines that the breaching party has materially breach this Addendum in accordance with the termination section of the Agreement.

5. (i) Subject to the indemnification procedures and limitations of liability below, each party (as “Indemnifying Party”) will defend and indemnify the other (“Indemnified Party”) from and against any and all (a) incurred damages, liabilities, settlements, judgments and expenses (including reasonable attorney’s fees) resulting from corresponding third party claims and lawsuits that are awarded or adjudged to such third party by a court or arbitration panel or approved in writing by the Indemnifying Party, and (b) reasonable and necessary out-of-pocket expenses in connection with notifications required by law, in each case, to the extent arising from the unauthorized Use or Disclosure of PHI to the extent attributable to either a material breach of this Addendum or to the negligent acts or wrongful omissions by Indemnifying Party. The foregoing provisions of this Section shall survive termination or expiration of this Addendum.
(ii) Indemnified Party’s right to defense and/or indemnification hereunder is conditioned upon the following: prompt notice to Indemnifying Party and demand for payment of any claim for which indemnity and/or defense is sought; control of the selection of counsel, investigation, preparation, defense and settlement thereof by Indemnifying Party; and reasonable cooperation by the Indemnified Party, at Indemnifying Party’s request and expense, in the defense of the claim. Indemnified Party shall have the right to participate in the defense of a claim by Indemnifying Party with counsel of the Indemnified Party’s choice at the Indemnified Party’s expense.

(iii) An Indemnified Party’s sole and exclusive remedy and Indemnifying Party’s sole liability for any breach of this Agreement or negligent acts or wrongful omissions by Indemnifying Party are the remedies set forth in this Section. Excluding Indemnifying Party’s indemnification obligation in Section 4.1, in no event shall either party be liable to the other under any contract, negligence, strict liability or other legal or equitable theory for any special, incidental, consequential, exemplary, punitive, or other indirect damages of any character, including, but not limited to, loss of revenue or profits or loss business, even if the party has been advised of the possibility of such damages.

6. Obligations of UMMC. UMMC shall not request Vendor to use or disclose PHI in any manner that would not be permissible under HIPAA, HIPAA Regulations and all applicable laws or regulations. UMMC represents and warrants that it has obtained all consents, authorizations, or other permissions necessary under the HIPAA, the HIPAA Regulations, and all applicable laws or regulations. UMMC agrees to take all reasonable and appropriate steps to ensure compliance with its role as a Covered Entity, including safeguards security measures such as firewalls, patch installations, and encryption.

7. A reference in this Addendum to a section in the HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required. The Addendum may only be modified, or any rights under it waived, by a written agreement executed by both parties. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits both parties to comply with HIPAA and the HIPAA Regulations. Nothing express or implied in this Addendum is intended or shall be deemed to confer upon any person other than UMMC and Vendor, and their respective successors and assigns, any rights, obligations, remedies or liabilities whatsoever. Nothing in this Addendum or the Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Vendor is an independent contractor, not an agent, to UMMC and nothing contained in this Addendum or the Agreement shall be intended to expand the scope or nature of the relationship. This Addendum, together with the Agreement, sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all other discussions, representations, agreements, and understandings of every kind or nature, whether oral or written, with respect to such matters, including, but not limited to other business associate agreements or agreements related to patient data and the access, use, privacy, security and confidentiality of patient data. Neither party will be bound by any representation, warranty, covenant, term or condition related to such subject matter other than as expressly set forth herein and in the Agreement. Notwithstanding anything else, (a) this Addendum sets forth all of Vendors obligations governing its (and its agents’ and subcontractors’) Use and Disclosure of PHI and safeguards to protect it (collectively, the “Covered Conduct”) and no Vendor obligations set forth elsewhere in the Agreement apply to any Covered Conduct, and (b) in the event of any conflict between the terms of this Addendum and the terms of any Agreement or any other discussions, representations, agreements, and understandings between the parties, the terms of this Addendum shall control. Subject to the foregoing, except as modified herein, the terms of the Agreement remain in full force and effect.
Exhibit 1

DELIVERY ORDER
FOR
EPIsSoftware

1. Parties: The parties to this Delivery Order are Allscripts Healthcare, LLC ("Allscripts") and The University of Mississippi Medical Center ("Client").

2. Order Date: This Delivery Order is effective as of ________, 2013 (the "Order Date"), or if this date is left blank, then the last date signed by Allscripts or Client below.

3. Agreement: In accordance with that certain Master Acute Client Agreement, entered into by and between Allscripts and Client and dated July 1, 2013 ("Agreement"), Allscripts and Client agree that this Delivery Order hereby incorporates by reference the Agreement as of the Order Date. Capitalized terms used, but not defined, in this Delivery Order shall have the meaning given to such terms elsewhere in the Agreement.

4. Delivery Order: This Delivery Order consists of this cover page and the following Attachments and Appendices:

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Appendix</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>License and Support Services</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Assumptions and Other Matters</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Recommended Configuration</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, both Parties have entered into this Delivery Order effective as of the Order Date.

ALLSCRIPTS
By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]

CLIENT
By: [Signature]
Name: James E. Keeton, M.D.
Title: Vice Chancellor for Health Affairs
Date: [Date]
### ATTACHMENT 1 TO DELIVERY ORDER
LICENSE AND SUPPORT SERVICES

#### 1.1 Scope and Fees

**Software Table:** The table below specifies the software modules comprising the EPSI Software licensed hereunder and the associated license and Support Services details, which consists of the "Previously Licensed Software" (collectively, the "EPSI Software").

Previously Licensed Software. Client and Allscripts agree that Client has previously licensed the Software listed below per the Software Replacement Amendment dated September 30, 2008 (refer to the Pre-Existing Agreements Schedule in the current Master Agreement) and further agree that this Software shall now be licensed under this Delivery Order as outlined below.

<table>
<thead>
<tr>
<th>Software</th>
<th>License Details</th>
<th>Support Services Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>License Start Date</td>
<td>License Fee</td>
</tr>
<tr>
<td>Previously Licensed Software</td>
<td>5-22-2008</td>
<td>n/a</td>
</tr>
<tr>
<td>FSDESU1200- EPSI Analytics now referred to as EPSI Management Dashboard</td>
<td>5-22-2008</td>
<td>n/a</td>
</tr>
<tr>
<td>FSDESU1210- Cost Manager</td>
<td>5-22-2008</td>
<td>n/a</td>
</tr>
<tr>
<td>FSDESU1220 - Product Line Analyst</td>
<td>5-22-2008</td>
<td>n/a</td>
</tr>
<tr>
<td>FSDESU1235- Product Line Budgeting now referred to as Strategic Product Budgeting</td>
<td>5-22-2008</td>
<td>n/a</td>
</tr>
<tr>
<td>FSDESU1240- Budget Manager</td>
<td>5-22-2008</td>
<td>n/a</td>
</tr>
<tr>
<td>FSDEU1270- Reporting Manager- Included with above software</td>
<td>5-22-2008</td>
<td>n/a</td>
</tr>
<tr>
<td>Third Party Software - Previously Licensed</td>
<td>5-22-2008</td>
<td>n/a</td>
</tr>
<tr>
<td>Graphics Software (for 2 production web servers)</td>
<td>5-22-2008</td>
<td>n/a</td>
</tr>
<tr>
<td>OLAP (for 2 production web servers)</td>
<td>5-22-2008</td>
<td>n/a</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Notes:** References to "years" in the above table means contract years (not calendar years) and annual payments are to be made in advance on a contract year basis. Stated fees are subject to applicable adjustments hereunder. The designation " Included" means that the applicable support fees are bundled with the corresponding license fees. The following are additional notes on the referenced columns:
1 License Fee: The License Fees for each module of EPSI Software set forth above are payable (a) 50% of the Total License Fees are due upon the Order Date, (b) 25% of the Total License Fee for each module of EPSI Software set forth above is due upon completion of installation of the corresponding module of EPSI Software in Client’s test environment or by July 1, 2013, whichever is earlier, and (c) 25% of the Total License Fee for each module of EPSI Software set forth above is due upon completion of training related to such module of EPSI Software in accordance with this Delivery Order or by September 1, 2013, whichever is earlier. One hundred percent (100%) of the Third Party Software License Fees are due upon the Order Date.

2 Total License Fees: Specifies the total fees for the license to the corresponding Software ("License Fees") during the Initial license term.

3 Initial Term (Years): Number specified is duration of corresponding initial license term and Support Term in years and is subject to renewal in accordance with Section 3 of the Cover, except that (a) the license term for any Allscripts Software is perpetual and (b) a "(P)" designation means that the license term for the corresponding Third Party Software is perpetual.

4 Annual Support Fee: Specifies the portion of the Support Fees that are payable annually at the beginning of each contract year during the Support Term ("Annual Support Fee"). For Previously Licensed Software (including Third Party), client has paid Annual Support Fees through May 21, 2013 with the pro-rata balance being due on Order Date (subject to Annual Adjustments). This Delivery Order represents the extension of the annual support for Previously License Software through the Initial Term of this Delivery Order (subject to renewal in accordance with the Agreement).

Facilities. The Facilities for which the Software is licensed are as follows:

<table>
<thead>
<tr>
<th>Software</th>
<th>Facilities</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Software licensed hereunder</td>
<td>University of Mississippi Medical Center</td>
<td>2500 North State Street, Jackson, MS 39216-4505</td>
</tr>
</tbody>
</table>

1.2 Growth

Bed Growth: Client is licensed to use the EPSI Software for up to 747 licensed Beds (the "Initial Use Volume"). In the event Client's Beds Increases during any calendar year and Client notifies Allscripts of such increase in accordance with the Agreement, for each full increase of one percent (1%) above the Initial Use Volume, (i) Client will owe an additional License Fee for each module of EPSI Software licensed hereunder equal to one-half percent (1/2%) of the License Fees specified in the Licensed Software table above, and (ii) the Support Service fees for each module of EPSI Software licensed hereunder for the immediately following calendar year shall automatically increase by an amount equal to one-half percent (1/2%). Allscripts will invoice the Client for the increased fees and Client shall pay Allscripts all of the foregoing amounts within thirty (30) days from the receipt of the invoice.

ATTACHMENT 3 TO DELIVERY ORDER
OTHER MATTERS
### 3.1 Other Matters:

| **Delivery of Software:** The current release(s) (as of the Order Date) of the Software licensed hereunder will be delivered via electronic download in accordance with Allscripts' then-standard policies and procedures.

| **Annual Adjustments To Fees:** All fees set forth in this Delivery Order are subject to annual adjustments in accordance with the Agreement.

| **Wire Transfer Instructions:** Client shall make all payments due hereunder by wire transfer using the following account information (unless otherwise specified in the applicable Allscripts invoice):

| **Account Name:** Allscripts Healthcare, LLC  
**Bank Name:** Wachovia Bank  
**Bank City, State:** Jacksonville, FL 32257  
**Account#:** 2090003166713  
**Routing/ABA#:** 121000248  
**Phone:** 904-367-5987 |
Exhibit 1

DELIVERY ORDER
FOR
EPI Software

1. Parties: The parties to this Delivery Order are Allscripts Healthcare, LLC ("Allscripts") and the University of Mississippi Medical Center ("Client").

2. Order Date: This Delivery Order is effective as of ______, 2013 (the "Order Date"), or if this date is left blank, then the last date signed by Allscripts or Client below.

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<tr>
<td>2</td>
<td>2A</td>
<td>Professional Services</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Scope of Services</td>
</tr>
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<tr>
<td></td>
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<td>Recommended Configuration</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, both Parties have entered into this Delivery Order effective as of the Order Date.

ALLSCRIPTS
By: ______________________
Name: **Eric Stegall**
Name Printed: **Eric Stegall**
Title: VP Sales Ops
Date: 6/4/2013

CLIENT
By: ______________________
Name: **James E. Keeton, M.D.**
Name Printed: **James E. Keeton**
Title: Vice Chancellor for Health Affairs
Date: 6/26/13

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The following table details the license fees for each module of the corresponding software. The license fees are subject to additional comments, which are noted in the table.

### Notes
- References to "years" in the table mean contract years (not calendar years) and annual.

#### License and Support Services
**Exhibit 1:** Initial License Fees: specifiers the total license fees for the corresponding software license term during the initial license term.

#### Initial License Fees
- **License Fees:** The license fees are due upon the order date, whichever is earlier. The following table details the license fees for each module.

<table>
<thead>
<tr>
<th>License</th>
<th>Description</th>
<th>Start Date</th>
<th>Order Date</th>
<th>License Fee</th>
<th>Support Fee (Year)</th>
<th>Support Fee (Term)</th>
<th>Total License Fee</th>
<th>Support Service Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>New EPSI Software</td>
<td>Productivity Manager - FEDEUZ206</td>
<td>1/30/15</td>
<td>1/30/15</td>
<td>$1,304,159</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>Order Date</td>
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</tbody>
</table>

#### Support Service Details
- **Annual Support Fee:** Specifies the portion of the support fees that are payable annually at the beginning of each fiscal year during the support term. Support fees are subject to renewal annually at the beginning of each fiscal year during the support term.

**Support Term:** Represents the term for which the support services are payable. The description details the term for any EPSI Software support is provided and (d) describes the expiration of the license term in years and subject to renewal in accordance with Section 2 of the license agreement. The renewal terms and support fees are provided in the table above.

#### Total Initial License Fees
- The total initial license fees are due upon the order date, whichever is earlier. The following table details the total license fees for each module.

<table>
<thead>
<tr>
<th>License</th>
<th>Description</th>
<th>Start Date</th>
<th>Order Date</th>
<th>License Fee</th>
<th>Support Fee (Year)</th>
<th>Support Fee (Term)</th>
<th>Total License Fee</th>
<th>Support Service Details</th>
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<tbody>
<tr>
<td>New EPSI Software</td>
<td>Productivity Manager - FEDEUZ206</td>
<td>1/30/15</td>
<td>1/30/15</td>
<td>$1,304,159</td>
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<td>Order Date</td>
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<td>Order Date</td>
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<td>Order Date</td>
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<td>Order Date</td>
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<td>Order Date</td>
<td>$130,159</td>
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<td>Order Date</td>
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<td>Order Date</td>
<td>$130,159</td>
<td></td>
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</tr>
</tbody>
</table>

**Note:** References to "years" in the above table mean contract years (not calendar years) and annual.
Exhibit 1

For each monthly period, the following amounts shall be paid by the Client: 1/2% of the Increase in Operating Expenses for each module of EPSI Software licensed by the Client for use in the designated facility under the Agreement. The total amount paid shall be determined by multiplying the Operating Expenses for each module of EPSI Software licensed by the Client for use in the designated facility under the Agreement by 1/2%.

<table>
<thead>
<tr>
<th>Medical Center</th>
<th>Name</th>
<th>Facility</th>
<th>Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000 North State Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>University of Mississippi</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jackson, MS 39216-4405</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Facilities: The facilities for which the software is licensed are as follows:
Fixed Fee (the "Fixed Professional Service Fee") for the Professional

2.2 Fees and Payment

The final project plan will automatically become part of the delivery order. In the event of any conflict between the final project plan and the preliminary project plan, the final project plan will prevail. The preliminary project plan, once agreed to by the parties, shall be specified in the project scope of work. The preliminary project plan shall cover the same scope of work specified in the final project plan, and shall only cover the same parties, level and scope of responsibility. The preliminary project plan shall be subject to change after the order date, collectively, the "Preliminary Project Plan." Any changes made after the order date may affect the final project plan, collectively, the "Final Project Plan."
Exhibit 1

Order for the associated Option Services in accordance with the T&C.

Exhibit 1

Delivery Order for on behalf of Aliacapics, in accordance with the T&C.

Exhibit 1
Exhibit 1

This document is a template work plan for implementing the Sunrise EPSI productivity manager.

Provide all data extracts to Alisciprs in a format specified by Alisciprs.

Client shall sign off and make available to Alisciprs' qualified, technically-qualified, Client-Reasonable Alisciprs.

Not run Alisciprs software other than on the database and its servers.

Provide VPN connection for similar data to function to Alisciprs for support purposes.

Provide training to central department manager training.

Provide adequate technical support throughout the implementation phase.

Indulging all Alisciprs as received by Alisciprs in the determination of the core of issues at a resolution, Alisciprs as received by Alisciprs in the determination of the core of issues at a resolution.

Not make changes to the server configuration or application system requirements of Alisciprs that may affect the successful execution of the project.

Follow the recommendations from Alisciprs so the proper server configuration and set up as needed.

Adopt Alisciprs' recommended central training approaches.

Client shall:

- Adopt Alisciprs' recommended central training approaches.

The following documents are attached to and hereby made a part of this Appendix:

Appendix 2A: Professional Services
Exhibit 1

- Review Division Hierarchy setup
- CDM statistic mappings and transfer setup (if necessary)
- Creation of labor productivity standards based on actual historical and/or budget data

- Productivity Model Setup
  - Productivity control panel setup
  - Column definitions and column drill down sequence
  - Template definitions and template drill down sequence
  - Productivity refresh scheduling

- Department Manager Productivity Application

Productivity Manager Work Plan

<table>
<thead>
<tr>
<th>Task #</th>
<th>Description</th>
<th>Comments</th>
<th>Responsibility/Days</th>
<th>Target Date</th>
<th>Actual Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Allscripts</td>
<td>Client</td>
<td></td>
</tr>
<tr>
<td>1. Pre-Implementation Activities</td>
<td>Kick-off</td>
<td>Estimated Days:</td>
<td>3</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Define System Objectives</td>
<td>Deliverables, Timeframes</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Review System Deployment</td>
<td>Intranet</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Review Hardware Specs</td>
<td>DB Server, IIS Server, Productivity Manager Administrator</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Review Software Requirements</td>
<td>SQL Server, IIS Server, MTS, IE 6.0</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Review Network Requirements</td>
<td>TCP/IP</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Review Interface Specs</td>
<td>Time &amp; Attendance / Labor Distribution, Statistics, External Labor Productivity Benchmarks</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Review Work plan</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Extract Data</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Ship Data Extracts to EPSI</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Load Customer Data</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>Finalize Work plan</td>
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2. Implementation

<table>
<thead>
<tr>
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<th>Description</th>
<th>Comments</th>
<th>Responsibility/Days</th>
<th>Target Date</th>
<th>Actual Date</th>
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<td></td>
<td></td>
<td></td>
<td>Allscripts</td>
<td>Client</td>
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<tr>
<td>2.1</td>
<td>Review Work plan</td>
<td></td>
<td>X</td>
<td>X</td>
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<tr>
<td>2.2</td>
<td>Load Software</td>
<td>Enable Productivity Manager Application Software</td>
<td>X</td>
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<tr>
<td>2.3</td>
<td>Test Network/Software</td>
<td>Application Software, Security, Data Loader, Department Manager Productivity</td>
<td>X</td>
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<tr>
<td>System Training</td>
<td></td>
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<tr>
<td>2.4</td>
<td>System Overview</td>
<td>Security, Data Loader, Productivity Manager</td>
<td>X</td>
<td>X</td>
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### Exhibit 1

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<thead>
<tr>
<th>Task #</th>
<th>Description</th>
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<tr>
<td></td>
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<td></td>
<td>Allscripts</td>
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<tr>
<td>2.5</td>
<td>Security</td>
<td>• Setting up Users&lt;br&gt;• Assigning Access/Privileges&lt;br&gt;• Deactivating Users</td>
<td>X</td>
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<tr>
<td>2.6</td>
<td>Data Loader</td>
<td>• Building a Spec File&lt;br&gt;• Building a Load Profile&lt;br&gt;• Loading Data&lt;br&gt;• Error Logs</td>
<td>X</td>
<td>X</td>
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<tr>
<td>2.7</td>
<td>General</td>
<td>• Navigation&lt;br&gt;• Tables</td>
<td>X</td>
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<td>2.8</td>
<td>Enterprise Analyst</td>
<td>• Review Division Hierarchy&lt;br&gt;• Enable Datasets for use in Productivity&lt;br&gt;• Define CDM Statistic Transfer&lt;br&gt;• Define Statistic Flag Assignments&lt;br&gt;• Set Productivity Targets</td>
<td>X</td>
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<td>2.9</td>
<td>Productivity Manager</td>
<td>• Complete Productivity Control Panel Setup&lt;br&gt;• Establish productivity calculation setup within 'Graph Data Type'&lt;br&gt;• Determine Department Manager edit capabilities for volumes and labor distribution&lt;br&gt;• Create columns and establish column drill sequence&lt;br&gt;• Establish productivity report templates and establish template drill down sequence&lt;br&gt;• Create productivity refresh schedule</td>
<td>X</td>
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<td>Department Manager</td>
<td>• Provide comprehensive training utilizing a &quot;train-the-trainer&quot; approach for the zero-client, web distributed component of Productivity Manager</td>
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**Total Benchmark Solution Implementation Project Plan**

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<tr>
<th>ID</th>
<th>Task</th>
<th>Duration</th>
<th>Pred.</th>
<th>Resources</th>
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<tbody>
<tr>
<td>Contract Execution</td>
<td>1 day</td>
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<td>A - SF,A-PM</td>
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<tr>
<td>2</td>
<td>Pre-Kickoff Administrative Work</td>
<td>1 day</td>
<td></td>
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<tr>
<td>3</td>
<td>Define Roles and Responsibilities</td>
<td>1 day</td>
<td></td>
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<tr>
<td>4</td>
<td>Allscripts Implementation Role</td>
<td>1 day</td>
<td></td>
<td>A-PM</td>
</tr>
<tr>
<td>5</td>
<td>TBS Implementation Role</td>
<td>1 day</td>
<td></td>
<td>TBS - PM</td>
</tr>
<tr>
<td>6</td>
<td>Client Implementation Roles</td>
<td>1 day</td>
<td></td>
<td>C-PM,A-PM,C-Coord,C-ES</td>
</tr>
<tr>
<td>7</td>
<td>Allscripts Support Role</td>
<td>1 day</td>
<td></td>
<td>A-PM</td>
</tr>
<tr>
<td></td>
<td>Task Description</td>
<td>Duration</td>
<td>Responsibilities</td>
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<td>----------</td>
<td>-----------------------------------</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>TBS Support Role</td>
<td>1 day</td>
<td>TBS - PM</td>
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<tr>
<td>9</td>
<td>Client Support Role</td>
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<td>C-PM, A-PM, C-Coord, C-ES</td>
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<tr>
<td>10</td>
<td>Allscripts Sales Force to complete online client form</td>
<td>1 day</td>
<td>A - SF</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Billing Setup</td>
<td>1 day</td>
<td>10</td>
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<tr>
<td>12</td>
<td>Allscripts to Bill Client</td>
<td>1 day</td>
<td>A - SF, A-PM</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>TBS to Bill Allscripts</td>
<td>1 day</td>
<td>10</td>
<td></td>
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<td>14</td>
<td>TBS to establish technical environment</td>
<td>7 days</td>
<td>1</td>
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<tr>
<td>15</td>
<td>Order and Obtain Delivery on Hardware (note that this task is dependent upon the hardware vendor to deliver hardware within 5 business days)</td>
<td>5 days</td>
<td>TBS - ISA, TBS - PM</td>
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<tr>
<td>16</td>
<td>Secure FTP</td>
<td>2 days</td>
<td>15</td>
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<tr>
<td>17</td>
<td>DMS Server</td>
<td>2 days</td>
<td>15</td>
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<tr>
<td>18</td>
<td>PEAK Server</td>
<td>2 days</td>
<td>15</td>
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<tr>
<td>19</td>
<td>AHRQ Server</td>
<td>2 days</td>
<td>TBS - ISA</td>
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<tr>
<td>20</td>
<td>Additional Technical Setup - (IP Address Filtering, Email Domain)</td>
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<td>TBS - ISA</td>
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<tr>
<td>21</td>
<td>Project Kickoff</td>
<td>2 days</td>
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<tr>
<td>22</td>
<td>Assign Project Team</td>
<td>1 day</td>
<td>C-Coord, C-ES, C-PM, C - SA, TBS - ES, TBS - PM, A-PM, TBS - ISA, C - ISA</td>
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<tr>
<td>23</td>
<td>Review Project Plan</td>
<td>1 day</td>
<td>22</td>
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<tr>
<td>24</td>
<td>Determine Data Sources</td>
<td>2 days</td>
<td>21</td>
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<tr>
<td>25</td>
<td>Determine Data Source - Standard EPSI Data</td>
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<td>C-PM, A - ISA, C - ISA, A-PM</td>
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<td>Determine Data Source - Core Measures</td>
<td>2 days</td>
<td>A-PM, A - ISA, C-PM, C - ISA</td>
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<td>Determine Data Source - Patient Satisfaction</td>
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<td>A-PM, A - ISA, C-PM, C - ISA</td>
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<tr>
<td>28</td>
<td>PEAK Scorecard Setup</td>
<td>21 days</td>
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<td>29</td>
<td>Determine Usage of PEAK for the following Users, Define Measures for the Scorecards by User</td>
<td>2 days</td>
<td>21</td>
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</tbody>
</table>

Exhibit 1
<table>
<thead>
<tr>
<th></th>
<th>Determine PEAK usage for Executive Management</th>
<th>2 days</th>
<th>C-PM,C-Coord,C - SA,A-PM,A - ISA,A - Train</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Determine PEAK usage for Nursing</td>
<td>2 days</td>
<td>C-PM,C-Coord,C - SA,A-PM,A - ISA,A - Train</td>
</tr>
<tr>
<td>32</td>
<td>Determine PEAK usage for Physicians</td>
<td>2 days</td>
<td>C-PM,C-Coord,C - SA,A-PM,A - ISA,A - Train</td>
</tr>
<tr>
<td>33</td>
<td>Determine PEAK usage for Finance</td>
<td>2 days</td>
<td>C-PM,C-Coord,C - SA,A-PM,A - ISA,A - Train</td>
</tr>
<tr>
<td>34</td>
<td>Determine PEAK usage for Marketing</td>
<td>2 days</td>
<td>C-PM,C-Coord,C - SA,A-PM,A - ISA,A - Train</td>
</tr>
<tr>
<td>35</td>
<td>Determine PEAK usage for Utilization Management</td>
<td>2 days</td>
<td>C-PM,C-Coord,C - SA,A-PM,A - ISA,A - Train</td>
</tr>
<tr>
<td>36</td>
<td>Determine PEAK usage for Other Users</td>
<td>0.5 days</td>
<td>C-PM,C-Coord,C - SA,A-PM,A - ISA,A - Train</td>
</tr>
<tr>
<td>37</td>
<td>Setup of System Administration</td>
<td>2 days</td>
<td>29,63</td>
</tr>
<tr>
<td>38</td>
<td>System Administration Setup for Users</td>
<td>2 days</td>
<td>C-PM,C - SA</td>
</tr>
<tr>
<td>39</td>
<td>System Administration Setup for User Privileges</td>
<td>2 days</td>
<td>C-PM,C - SA</td>
</tr>
<tr>
<td>40</td>
<td>Upload Users</td>
<td>1 day</td>
<td>38FF</td>
</tr>
<tr>
<td>41</td>
<td>System Administration Setup for Requests for IP Addresses</td>
<td>2 days</td>
<td>C-PM,C - SA</td>
</tr>
<tr>
<td>42</td>
<td>System Administration Setup for Request for Email Domains</td>
<td>2 days</td>
<td>C-PM,C - SA</td>
</tr>
<tr>
<td>43</td>
<td>Setup of Scorecards based upon TBS Templates</td>
<td>3 days</td>
<td>29,68,37</td>
</tr>
<tr>
<td>44</td>
<td>Setup of Mapping Tables (Payers, Payer Groups, Physicians, Physician Groups, etc.)</td>
<td>1 day</td>
<td>29,65,49</td>
</tr>
<tr>
<td>45</td>
<td>Obtain Data Extracts</td>
<td>5 days</td>
<td>24</td>
</tr>
<tr>
<td>46</td>
<td>Obtain Standard EPSI Data</td>
<td>5 days</td>
<td>C - ISA,C-PM,A - ISA,A-PM</td>
</tr>
<tr>
<td></td>
<td>Task Description</td>
<td>Duration</td>
<td>Notes</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------</td>
<td>----------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>47</td>
<td>Obtain Core Measures Extracts</td>
<td>5 days</td>
<td>C - ISA, C-PM, A-PM, A - ISA</td>
</tr>
<tr>
<td>48</td>
<td>Obtain Patient Satisfaction Extracts</td>
<td>5 days</td>
<td>C - ISA, C-PM, A-PM, A - ISA</td>
</tr>
<tr>
<td>49</td>
<td>Initial Data Loads and Reconciliation</td>
<td>12 days</td>
<td>14</td>
</tr>
<tr>
<td>50</td>
<td>Setup Data Sources in TBS's Data Management System</td>
<td>3 days</td>
<td>45</td>
</tr>
<tr>
<td>51</td>
<td>Test FTP</td>
<td>1 day</td>
<td>16</td>
</tr>
<tr>
<td>52</td>
<td>Test Data Loads</td>
<td>3 days</td>
<td>50</td>
</tr>
<tr>
<td>53</td>
<td>Balance Data Loads</td>
<td>3 days</td>
<td>52</td>
</tr>
<tr>
<td>54</td>
<td>Identify Issues</td>
<td>3 days</td>
<td>52</td>
</tr>
<tr>
<td>55</td>
<td>Track and Resolve Data Issues</td>
<td>3 days</td>
<td>52</td>
</tr>
<tr>
<td>56</td>
<td>Initial Data Loaded into PEAK</td>
<td>0 days</td>
<td>49</td>
</tr>
<tr>
<td>57</td>
<td>Historical Data Loads and Reconciliation</td>
<td>5 days</td>
<td>56</td>
</tr>
<tr>
<td>58</td>
<td>Load Data</td>
<td>5 days</td>
<td>C - ISA, C-PM, A-PM, A - ISA</td>
</tr>
<tr>
<td>59</td>
<td>Balance Data Loads to Source Systems</td>
<td>5 days</td>
<td>C - ISA, C-PM, A-PM, A - ISA</td>
</tr>
<tr>
<td>60</td>
<td>Identify Issues</td>
<td>5 days</td>
<td>C - ISA, C-PM, A-PM, A - ISA</td>
</tr>
<tr>
<td>61</td>
<td>Track and Resolve Data Issues</td>
<td>5 days</td>
<td>C - ISA, C-PM, A-PM, A - ISA</td>
</tr>
<tr>
<td>62</td>
<td>Conduct Training</td>
<td>14 days</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Conduct Training on System Administration (Users, User Privileges, IP Address Filtering, Email Domains)</td>
<td>1 day</td>
<td>21,14</td>
</tr>
<tr>
<td>64</td>
<td>Conduct Training on Secure FTP</td>
<td>0.8 days</td>
<td>21,14</td>
</tr>
<tr>
<td>65</td>
<td>Conduct Training on Mapping Tables</td>
<td>1 day</td>
<td>21,14</td>
</tr>
<tr>
<td>Exhibit 1</td>
<td>Contract No.:__________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>Conduct Training on Data Management System</td>
<td>1 day</td>
<td>21,14</td>
</tr>
<tr>
<td>67</td>
<td>Conduct Training on Balancing Data Loads</td>
<td>1 day</td>
<td>21,14</td>
</tr>
<tr>
<td>68</td>
<td>Conduct Training on Scorecards</td>
<td>2 days</td>
<td>21,49</td>
</tr>
<tr>
<td>69</td>
<td>Conduct Training on Scorecard Tabs, Sections and Measures</td>
<td>2 days</td>
<td>A - Train,C-Coord,C-PM,C - SA</td>
</tr>
<tr>
<td>70</td>
<td>Conduct Training on Scorecard Profiles and Peer Groups</td>
<td>2 days</td>
<td>A - Train,C-Coord,C-PM,C - SA</td>
</tr>
<tr>
<td>71</td>
<td>Conduct Training on Scorecard Templates</td>
<td>2 days</td>
<td>A - Train,C-Coord,C-PM,C - SA</td>
</tr>
<tr>
<td>72</td>
<td>PEAK Acceptance Process</td>
<td>2 days</td>
<td>57</td>
</tr>
<tr>
<td>73</td>
<td>Acceptance - Inputs Validated</td>
<td>1 day</td>
<td>C-Coord,C-PM,C - SA,A-PM,C - ISA</td>
</tr>
<tr>
<td>74</td>
<td>Acceptance - Control Reports Balanced</td>
<td>1 day</td>
<td>C-Coord,C-PM,C - SA,A-PM,C - ISA</td>
</tr>
<tr>
<td>75</td>
<td>Acceptance - System Performs in accordance with documentation</td>
<td>1 day</td>
<td>C-Coord,C-PM,C - SA,A-PM,C - ISA</td>
</tr>
<tr>
<td>76</td>
<td>Acceptance - FTP/DMS Training has been completed</td>
<td>1 day</td>
<td>C-Coord,C-PM,C - SA,A-PM,C - ISA</td>
</tr>
<tr>
<td>77</td>
<td>Acceptance - PEAK Access Training has been completed</td>
<td>1 day</td>
<td>C-Coord,C-PM,C - SA,A-PM,C - ISA</td>
</tr>
<tr>
<td>78</td>
<td>Acceptance - Access has been validated</td>
<td>1 day</td>
<td>C-Coord,C-PM,C - SA,A-PM,C - ISA</td>
</tr>
<tr>
<td>79</td>
<td>Acceptance - Correction / Resolution of Data Issues</td>
<td>2 days</td>
<td>C-PM,C-Coord,C - SA,A-PM,C - ISA</td>
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<tr>
<td>80</td>
<td>Acceptance - Approval for Access by Hospitals</td>
<td>0 days</td>
<td>79</td>
</tr>
<tr>
<td>81</td>
<td>Acceptance - Access Granted to Hospitals</td>
<td>0 days</td>
<td>80</td>
</tr>
<tr>
<td>82</td>
<td>Milestone Scorecards Live for Usage</td>
<td>0 days</td>
<td>81</td>
</tr>
<tr>
<td>83</td>
<td>Weekly Project Management Meetings during the setup phase of the project</td>
<td>25 days</td>
<td>1</td>
</tr>
<tr>
<td>84</td>
<td>Project Management Meeting 1</td>
<td>0 days</td>
<td>1</td>
</tr>
<tr>
<td>Resource Long Name</td>
<td>Initials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TBS Executive Sponsor</td>
<td>TBS - ES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TBS Project Manager</td>
<td>TBS - PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TBS Information Systems Analyst</td>
<td>TBS - ISA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Executive Sponsor</td>
<td>C-ES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Project Manager</td>
<td>C-PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Information Systems Analyst</td>
<td>C - ISA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Coordinator</td>
<td>C-Coord</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client System Administrator</td>
<td>C - SA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client User</td>
<td>C - User</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allscripts – Train</td>
<td>A - Train</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allscripts - Information Systems Analyst</td>
<td>A - ISA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allscripts - Project Manager</td>
<td>A-PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allscripts - Sales Force</td>
<td>A - SF</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit 1

ATTACHMENT 3 TO DELIVERY ORDER
ASSUMPTIONS AND OTHER MATTERS

3.1 Assumptions: The assumptions applicable to this Delivery Order include the following assumptions with respect to the Certain Implementation Services and associated non-binding fee estimates:

Client Responsibilities - Client shall:
- Adopt Allscripts’ recommended centralized training approach;
- Appoint a project manager who will be responsible for coordinating all Professional Service and training activities and will act as the primary point of contact with Allscripts;
- Appoint a project manager from IT who will be responsible for coordinating the technical aspect of the implementation and who will act as the primary contact for any technical issues that may arise;
- Not make changes to the server(s) configuration without the prior written consent of Allscripts;
- Participate as requested by Allscripts in the determination of the cause of issues and their resolution, including if Allscripts reasonably believes that a problem is not related to the Software;
- Provide adequate technical support throughout the implementation phase;
- Coordinate scheduling of centralized department manager training;
- Enterprise will use any Allscripts-supported communication device for remote implementation and support purposes. The current standard is Enexity SecureLink VSN.
- Not run Allscripts software other than on the database and IIS servers;
- Client shall assign and make available to Allscripts, qualified, technically-proficient Client reasonably requested by Allscripts; and
- Provide all data extracts to Allscripts in a format specified by Allscripts.

3.2 Other Matters: Delivery of Software: The current release(s) (as of the Order Date) of the Software licensed hereunder will be delivered via electronic download in accordance with Allscripts’ then-standard policies and procedures.

Annual Adjustments To Fees: All fees set forth in this Delivery Order are subject to annual adjustments in accordance with the Agreement.

Wire Transfer Instructions: Client shall make all payments due hereunder by wire transfer using the following account information (unless otherwise specified in the applicable Allscripts Invoice):

Account Name: Allscripts Healthcare, LLC
Bank Name: Wachovia Bank
Bank City, State: Jacksonville, FL 32257
Account#: 2090003166713
Routing/ABA#: 121000248
Phone: 904-367-5987

Option Pricing: As set forth below, this Delivery Order expressly provides Client the option to purchase certain additional Licensed Materials and/or Equipment pursuant to certain fixed or discounted pricing and/or other terms ("Option Materials"). Option Materials shall be deemed purchased/licensed pursuant to the option pricing and other pertinent provisions of this Delivery Order only if all of the following conditions are satisfied (collectively, the "Option Pricing Conditions"):
(a) Client provides Allscripts express written notice of its election to exercise the
option within eighteen (18) months after the Order Date; (b) Client commences Implementation or use of such Option Materials within twelve (12) months after Client's due exercise of that option; (c) subject only to Client's right to withhold disputed amounts under the Agreement, Client is not delinquent on any payment of any fees associated with the Option Materials; and (d) Client is current on all undisputed payment obligations to Allscripts under all Delivery Orders. If any of the Option Pricing Conditions are not met and Client nonetheless provides written notice of its election to exercise the associated option, Allscripts may, in its sole discretion, accept or reject the order for the associated Option Materials in writing.

**Description and Prices for Option Materials:**

<table>
<thead>
<tr>
<th>Description</th>
<th>License Fee</th>
<th>Annual Support Fee</th>
<th>Annual Subscription Fee</th>
<th>Fixed Fee Implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>EPSI Capital Budget Manager</td>
<td>$46,345</td>
<td>$9,269</td>
<td></td>
<td>$13,750</td>
</tr>
<tr>
<td>EPSI Data Extender</td>
<td>$66,653</td>
<td>$13,731</td>
<td></td>
<td>$30,000</td>
</tr>
<tr>
<td>Total Benchmark Solution- PEAK™ with Physician Practice Evaluation</td>
<td></td>
<td>$118,125</td>
<td></td>
<td>$49,350</td>
</tr>
</tbody>
</table>
**ATTACHMENT 4 TO DELIVERY ORDER**  
**RECOMMENDED CONFIGURATION**

### 500 – 1000 beds

<table>
<thead>
<tr>
<th>CONFIGURATION</th>
<th>RECOMMENDED:</th>
<th>MINIMUM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor (CPU)</td>
<td>Dual Processors (Six Core)</td>
<td>Dual Processors (Six Core)</td>
</tr>
<tr>
<td>Intel® Xeon™ E7-8837 or better</td>
<td>Intel® Xeon™ E7-8837 or better</td>
<td></td>
</tr>
<tr>
<td>Memory</td>
<td>32 GB</td>
<td>32 GB</td>
</tr>
<tr>
<td>Operating System</td>
<td>Server 2008 R2 SP1 64 bit</td>
<td>Server 2008 R2 SP1 64 bit</td>
</tr>
<tr>
<td>Storage*</td>
<td>2 TB Free space</td>
<td>2TB Free space</td>
</tr>
<tr>
<td>Backup</td>
<td>Required</td>
<td>Required</td>
</tr>
<tr>
<td>Database Software</td>
<td>SQL Server 2008 R2 SP1 64 bit</td>
<td>SQL Server Reporting Service</td>
</tr>
<tr>
<td>SQL Server Reporting Service</td>
<td>SQL Server Analysis Service</td>
<td>Report Builder 3.0</td>
</tr>
<tr>
<td>SQL Server Analysis Service</td>
<td>Report Builder 3.0</td>
<td></td>
</tr>
</tbody>
</table>

* Assumes all modules are utilized. A budget-only configuration can be created as needed.
* Number of drives will vary based on the desired RAID configuration.
* Space estimate may increase based on number of historical years.
* Additional disk space is required if storing backups on same array as database.

One (1) IIS Server  
(Two (2) IIS servers – previously licensed):

<table>
<thead>
<tr>
<th>CONFIGURATION</th>
<th>RECOMMENDED:</th>
<th>MINIMUM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor (CPU)</td>
<td>Dual Processors (Quad Core)</td>
<td>Dual Processors (Quad Core)</td>
</tr>
<tr>
<td>Intel® Xeon™ X5570 or better</td>
<td>Intel® Xeon™ X5550 or better</td>
<td></td>
</tr>
<tr>
<td>Memory (RAM)</td>
<td>8 GB</td>
<td>4 GB</td>
</tr>
<tr>
<td>Operating System</td>
<td>Server 2008 R2 SP1 64 bit</td>
<td>Server 2008 R2 SP1 64 bit</td>
</tr>
<tr>
<td>Storage</td>
<td>72 GB free space</td>
<td>72 GB free space</td>
</tr>
</tbody>
</table>

One (1) REPORT SERVER:

<table>
<thead>
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<th>CONFIGURATION</th>
<th>RECOMMENDED:</th>
<th>MINIMUM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor (CPU)</td>
<td>Dual Processors (Quad Core)</td>
<td>Dual Processors (Quad Core)</td>
</tr>
<tr>
<td>Intel® Xeon™ X5570 or better</td>
<td>Intel® Xeon™ X5550 or better</td>
<td></td>
</tr>
<tr>
<td>Memory (RAM)</td>
<td>8 GB</td>
<td>4 GB</td>
</tr>
<tr>
<td>Operating System</td>
<td>Server 2008 R2 SP1 64 bit</td>
<td>Server 2008 R2 SP1 64 bit</td>
</tr>
<tr>
<td>Storage</td>
<td>72 GB free space</td>
<td>72 GB free space</td>
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</table>

**ENTERPRISE MANAGER WORKSTATION:**

<table>
<thead>
<tr>
<th>CONFIGURATION</th>
<th>RECOMMENDED:</th>
<th>MINIMUM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor (CPU)</td>
<td>Intel Core 2 Quad 2.4</td>
<td>Intel Core 2 Dual 2.33</td>
</tr>
<tr>
<td>Memory</td>
<td>3 GB</td>
<td>2 GB</td>
</tr>
<tr>
<td>Operating System</td>
<td>Windows XP / 7</td>
<td>Windows XP / 7</td>
</tr>
<tr>
<td>Microsoft .NET</td>
<td>Microsoft .NET</td>
<td>Microsoft .NET Framework 4.0</td>
</tr>
<tr>
<td>Framework 4.0</td>
<td></td>
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</table>

18
### Exhibit 1

<table>
<thead>
<tr>
<th>Browser</th>
<th>Microsoft Explorer 7.0+</th>
<th>Microsoft Explorer 7.0+</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Silverlight 4.0+</td>
<td>Flash 10</td>
</tr>
</tbody>
</table>

**DEPARTMENT MANAGER WORKSTATION:**

<table>
<thead>
<tr>
<th>CONFIGURATION</th>
<th>RECOMMENDED:</th>
<th>MINIMUM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor (CPU)</td>
<td>Pentium IV 2.8Ghz</td>
<td>Pentium IV</td>
</tr>
<tr>
<td>Memory</td>
<td>2 GB</td>
<td>1 GB</td>
</tr>
<tr>
<td>Operating System</td>
<td>Windows XP / 7</td>
<td>Windows XP / 7</td>
</tr>
<tr>
<td>Browser</td>
<td>Microsoft Explorer 7.0+</td>
<td>Microsoft Explorer 7.0+</td>
</tr>
<tr>
<td></td>
<td>Silverlight 4.0+</td>
<td>Flash 10</td>
</tr>
</tbody>
</table>

The recommended configuration specified in this Attachment 4 is (a) applicable to the Software licensed under this Delivery Order only, in the release(s) specified in this Attachment 4 only (or, to the extent not specified herein, in the current release(s) as of the Order Date), and (b) was developed and is being provided by Allscripts assuming the accuracy and completeness of and based on the Client Disclosed Metrics as of the Order Date.
EXHIBIT 1

Allscripts

DELIVERY ORDER
FOR PROFESSIONAL SERVICES
BETWEEN
ALLSCRIPTS HEALTHCARE, LLC AND THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This Delivery Order (this "Delivery Order") is made as of the last date of signature below (the "Order Date") between:

Allscripts Healthcare, LLC ("Allscripts")

As Successor in Interest to Eclipsys Corporation
8529 Six Forks Road
Raleigh, NC 27615
Telephone: (919) 847-5151
Attention: SSO Department

The University of Mississippi Medical Center ("Client")

2500 North State Street
Jackson, MS 39216
Telephone: (601) 815-5961
Attention:

General Purpose of this Delivery Order. In accordance with the terms and conditions of that certain Master Agreement, entered into by and between Allscripts and Client, dated July 1, 2013 (the "Agreement"), it is agreed between the Parties that Allscripts and/or Allscripts designated Third Parties will provide to Client and Client will purchase certain Professional Services, all as specified in this Delivery Order and subject to the provisions of the Agreement. Capitalized terms used, but not defined, in this Delivery Order shall have the meaning given to such terms elsewhere in the Agreement.

2. Description of Professional Services. The Professional Services to be provided to Client under this Delivery Order are more particularly described in Attachments 1 to this Delivery Order, which is incorporated herein by this reference.

3. Staffing and Related Matters. In accordance with the Agreement, Allscripts shall assign technically proficient and qualified Allscripts Personnel suitable to perform the Professional Services described herein. Such Allscripts Personnel shall be assigned within sixty (60) days after the Order Date.

4. Delivery Order Term. The Term for this Delivery Order shall commence on the Order Date and shall end upon the earlier to occur of (a) completion of the Professional Services, or (b) one (1) year from the Order Date ("Delivery Order Term"). The Delivery Order Term may be extended only by a written agreement signed by both Parties.

5. Fixed Services Fees.

5.1. Fixed Services Fees. Upon completion of the EPSI upgrade services permitted by Client in this Delivery Order, Client shall pay Allscripts for the fixed scope of Services at the fixed fee of $3,000.00 (the "Fixed Fees"). Such Fixed Fees are stated in and shall be payable in U.S. Dollars. Client shall pay to Allscripts all Fees in this Delivery Order plus applicable taxes, if any, in accordance with Section 5 of the Agreement. For services performed outside the scope of this Delivery Order, a separate delivery order will be required and mutually agreed to by the parties. Changes in tasks, deliverables, resource requirements and/or assumptions could result in project delays, additional fees or require additional services to be performed under a separate delivery order.

6. Service Fee Disputes and Late Charges. Client may dispute any Service Fees invoiced in accordance with the provisions of the Agreement. All undisputed amounts not paid when due are subject to a late payment charge as provided in the Agreement.

6. Travel and Living Expenses. Client shall pay all reasonable travel and out-of-pocket expenses actually incurred by or on behalf of Allscripts in performance of its obligations under this Statement in accordance with Section 5.3 of the Agreement.
7. Client Purchase Order. Notwithstanding anything else, no additional or different terms in or attached to any Client purchase order shall modify the terms of this Delivery Order.

8. Miscellaneous. Notwithstanding anything else, (a) the target timeline and associated Professional Services fees and expenses set forth in this Delivery Order are good faith estimates only, and (b) changes in Client Personnel involved in implementation of the Licensed Software, changes in the actual or anticipated Client Environment, changes in the Client Disclosed Metrics, failure of any underlying assumptions, mutually agreed to Changes in the scope of Implementation Services, or unexpected or unusual environmental or operational circumstances may require changes to the Professional Services scope, timeline or fee estimates that will be deemed effective upon written agreement of both Parties.

9. Counterparts and facsimile Signatures. This Delivery Order may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and electronic or facsimile signatures will have the same effect as original manual signatures.

IN WITNESS WHEREOF, Allscripts and Client have entered into this Delivery Order effective as of the Order Date.

ALLSCRIPTS HEALTHCARE, LLC

By: [Signature]

Authorized Signature
Carolyn Rich
Contract Manager

Name Printed, Title
10/14/14

Date

THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: [Signature]

Authorized Signature
Caroline Whitfield
Chief of Staff, OSHPD

Name Printed, Title
10/16/14

Date

THE TERMS, CONDITIONS, AND PRICING IN THIS DELIVERY ORDER ARE VALID ONLY IF EXECUTED BY CLIENT ON OR BEFORE NOVEMBER 25, 2014.

This Delivery Order should be signed and delivered to Allscripts as follows:

Via email: kathy.carter@allscripts.com

For questions contact: 208.836.5552

The signed copy of this SSP (sent through email or fax) will be accepted as final legal copy.

If you require an original signed copy to be returned to you for your records, please send your originals via mail to:

Allscripts Healthcare, LLC
Attn: Contract Admin.
8529 Six Forks Road
Raleigh, NC 27615
Attachment 1 to Delivery Order

Description of Professional Services

1. Allscripts shall upgrade the EPIS software version to the latest version of 7.5 Feature Pack 2, in the Client’s test and production environments, subject to the provisions in this Delivery Order, (the “EPIS Upgrade”).

2. Assumptions:
   2.1 The EPIS Upgrade shall be performed remotely.
   2.2 The parties will mutually agree to the scheduling of the EPIS Upgrade, however, Allscripts reserves the right to re-schedule such date and time with Client upon notice to Client.
   2.3 Upon completion of the EPIS Upgrade, Allscripts shall log into and launch each web application to confirm that applications are running and working appropriately.
   2.4 Allscripts is not responsible for upgrade failures due to hardware or operating system issues. This includes lack of disk space on the servers, faulty network cards or missing Microsoft® service packs or patches.
   2.5 Allscripts is not responsible for the hardware or operating system of the servers.

3. Client Responsibilities:
   3.1 Client will provide Allscripts with written notice of which version or release to upgrade and request a date and time for such upgrade. Such written notice must be received by Allscripts at least two (2) weeks prior to the requested date and time. All upgrade requests and changes to existing requests must be sent to John.Sack@Allscripts.com.
   3.2 Client must provide one main IT contact to be immediately available during the EPIS Upgrade process.
   3.3 Client is responsible for downloading and disseminating the Sunrise EPIS Desktop applications (e.g. Enterprise Analyst, Data Loader, Security, FIM Admin and Productivity Administrator).
   3.4 Client is responsible for ensuring that all Microsoft® operating systems and SQL Server service packs and patches are applied.
   3.5 Client is responsible for ensuring that the database is backed up prior to an upgrade.
   3.6 Client is responsible for restoring a copy of the Production Database to test prior to the upgrade if desired.

(Rest of page left intentionally blank)
CLIENT REFERENCE SITE AGREEMENT

This Client Reference Site Agreement (the "Agreement") is entered into by and between Allscripts Healthcare LLC., a limited liability Corporation ("Allscripts") and University of Mississippi Medical Center, a corporation ("Client"). This Agreement is effective as of November 24, 2014 ("effective date").

1. **Client Reference Site Program.** Client agrees to become a reference site ("Client Reference Site") for Allscripts, with regard to the discussion, use and demonstration of Allscripts products, solutions and related services.

2. **Consideration to Client.** In consideration for serving as a Client Reference Site, Allscripts will provide Client, the consideration and benefits described on Exhibit "A".

3. **Information Source.** Client will act as a source of information about the Allscripts' products, solutions and related services for prospective Allscripts clients and others who may contact Client at the suggestion of Allscripts, including prospective and existing clients who have a pending Request for Proposal ("RFP"). Client will advise those contacting Client that it is receiving consideration from Allscripts as a Client Reference Site.

3.1 Client agrees that Allscripts has the right to identify Client as a client of Allscripts and a Client Reference Site in Allscripts' marketing, sales and public relations communications and efforts, including using Client name, trademarks, service marks and logos; provided that Client has approved, in writing, any such uses or references to Client. Client agrees that Allscripts may use Client's name in any RFP or other marketing piece that requests or uses the names of references without prior approval. Allscripts may, with prior approval by the Client, include on Allscripts' web site a hyperlink to Client's web site, such hyperlink to be used on Allscripts' web site in the context of Client's status as a Client Reference Site.

3.2 Allscripts agrees that Client has the right to identify itself as a client of Allscripts and a Client Reference Site in Client's marketing, sales and public relations communications and efforts, including using Allscripts' name, trademarks, service marks and logos; provided that Allscripts has approved, in writing, any such uses or references to Allscripts. Client may, with prior approval by the Allscripts, include on Client's web site a hyperlink to Allscripts' web site, such hyperlink to be used on Client's web site in the context of Client's status as a Client Reference Site.

4. **Public Relations.** Allscripts and Client will work together to prepare, edit and finalize any proposed presentations, press releases, case studies, and similar items concerning the products and solutions that Allscripts and Client choose to work on together.
5. **Client Services.** The services to be provided by Client, for which Client receiving consideration pursuant to Exhibit A, do not include recommendations of Allscripts products, but rather include the conference calls, webcasts and site visits, presentations and discussions described below. During such calls, webcasts, and site visits, Client is to provide an honest assessment, pro and con, of Allscripts' products, as deemed appropriate by Client.

6. **Hosting.** Client agrees to host conference calls, webcasts, and site visits for prospective Allscripts clients who want to see how the Allscripts solutions, products and services are utilized in a hospital, clinic or other professional setting for the actual management of patient records.

7. **Qualified Staff.** Client agrees to make available qualified executives and staff, who have knowledge of and experience with the Allscripts' products and services, to host these conference calls, webcasts, and site visits.

8. **Client Coordinator.** Client agrees to appoint a qualified staff member ("Reference Site Coordinator") to interface with the Allscripts Reference Executive, defined below, to prepare for and coordinate conference calls, webcasts, and site visits and to debrief after the call, webinar or site visit. Client agrees to make the Client Reference Site Coordinator generally available for these purposes.

9. **Subject Matter of Discussions.** Discussions during the calls, webcasts or site visits should focus on Client's patient records management, demonstration of the Allscripts' solutions, the impact of the Allscripts' products or solutions in patient records management, and quality metrics being measured.

10. **Allscripts Reference Executive.** Calls, webcasts and site visits will be scheduled through the reference executive at Allscripts ("Allscripts Reference Executive"), who will contact the Reference Site Coordinator and arrange for any conference calls, webcasts or site visits. Allscripts will provide the Reference Site Coordinator with background information about the prospective client, a list of the prospective client's objectives regarding the call, webinar or visit and any other relevant information that the prospective client would like to discuss with Client during the call, webinar or site visit. The Reference Site Coordinator will work with the Allscripts' Reference Executive to ensure that the Client is prepared to discuss this information.

11. **Client Preparation.** Client agrees to provide adequate meeting space and AV equipment for all site visits hosted by Client. Client agrees to prepare an appropriate presentation for each webinar and site visit. Client agrees to make available to the Allscripts Reference Executive each staff member participating in a site visit, prior to any site visit, in order to fully prepare for the visit.
12. **Additional Client Activities.** Allscripts invites Client to participate in the Outcomes Research program sponsored by Allscripts. In the event that Client decides to participate in the Outcomes Research program, Client shall assign a coordinator for the project. Allscripts further invites Client to participate in the annual Net Promoter score survey to further share Client experiences with Allscripts' solutions. In addition, Client agrees to assist Allscripts in preparing a client profile for each prospective client. Upon reasonable notice, Client agrees to host educational webinars for existing and prospective Allscripts clients.

13. **Term.** This Agreement shall commence on the effective date above and will continue for a period of one (1) year therefrom. This Agreement shall automatically renew for periods of one (1) year, unless one party gives the other party notice of nonrenewal thirty (30) days prior to the end of the annual term.

14. **Indemnification.** Each party shall defend, indemnify and hold harmless the other party and their respective officers, directors, shareholders, and agents from and against any third-party claims (collectively “Loss”) arising out of the direct actual or alleged acts or omissions of such indemnifying party, its employees and agents, in connection with this Agreement or any breach of any representation, warranty or covenant under this Agreement by the indemnifying party.

15. **Confidentiality.** Except for the purposes hereunder, each party agrees that it shall not disclose to any third party the terms and conditions of this Agreement, any information concerning clients, trade secrets, methods, processes or procedures or any other financial, or business information of the other party which it learns during the course of any call, webcast, or site visit or the preparation or debriefing therefore, without the prior written consent of such other party or as required by law. The obligations in this section shall survive the cancellation or other termination of this Agreement.

16. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded.

17. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

18. **Non-Exclusivity.** Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other person or entity on either a limited or general basis while this Agreement is in effect.
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Allscripts Healthcare L.L.C
By: ____________________________

University of Mississippi Medical Center
By: ____________________________

Its: ____________________________
Its: ____________________________

Page 204 of 379
EXHIBIT "A"

CONSIDERATION AND ALLSCRIPTS PRODUCTS AND SERVICES TO BE PROVIDED TO CLIENT

1. The value provided by Allscripts to Client is not in exchange for recommendations of Allscripts products, but rather is intended to reflect fair market value compensation to Client for participating in conference calls, hosting webcasts, and hosting site visits (as described above). During such calls, webcasts and site visits, Client is to provide an honest assessment, pro and con, of Allscripts' products, solely as deemed appropriate by Client.

2. Credits/Checks will be automatically processed after the reference activity occurs by the Allscripts Reference.

3. In recognition of the effort extended by Client, Client will receive the compensation set forth below.

   $ 400.00 for each conference call
   $ 600.00 for each webcast
   $ 3000.00 for each hosted site visit

4. Client will be entitled to a seventy-five per cent (75%) discount on up to four (4) passes to the Allscripts ACE meeting, provided Client has performed 2 or more Reference Activities in the current calendar year.
CLIENT PROJECT NUMBER 44218
AMENDMENT #1 TO MASTER AGREEMENT
BETWEEN
ALLSCRIPTS HEALTHCARE, LLC
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL CLIENT PROJECT NUMBER 44213)

ALLSCRIPTS HEALTHCARE, LLC ("Allscripts"), with offices located at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654, provides licenses and related services for certain software applications to UNIVERSE OF MISSISSIPPI MEDICAL CENTER ("Client"), with offices located at 2500 North State Street, Jackson, Mississippi 39216 under the Master Agreement dated July 1, 2013 (the "Master Agreement");

WHEREAS, the parties entered into Delivery Order No. 1 to Master Agreement for EPSI software upgrade dated October 14, 2014, for one year; and Delivery Order No. 2 to Master Agreement for implementation of EPSI upgrade dated November 28, 2016 for one year;

WHEREAS, by virtue of Section 25-55-21 of the Mississippi Code Annotated, as amended, the Executive Director of the Mississippi Department of Information Technology Services, with offices located at 3771 Eastwood Drive, Jackson, Mississippi 39211 ("JITS") 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; and

WHEREAS, the parties do hereby agree that the Agreement shall be modified so as to reflect that JITS is now the contracting agent for UNMC moving forward.

WHEREAS, JITS issued a Notice of Intent to Certify Sole Source No. 4101 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 thereto by determining this is indeed a sole source project;

For valuable and adequate consideration, Allscripts and Client (each a "Party" and collectively the "Parties") intend to amend that Agreement effective December 1, 2018 and continuing through the close of business on June 30, 2021, or if this date is left blank then the last date signed by Allscripts or Client below, (the "Amendment Date") to (a) extend certain services provided under the Agreement and (b) add remote hosting services as described in this amendment (the "Amendment").

1. Remaining Agreement Provisions. Except as modified herein, all provisions of the Agreement remain in full force and effect. This Amendment shall govern any conflict with the Agreement.

2. Schedules. This Amendment includes the following Schedules (which, along with their attachments, are incorporated herein by this reference):

   Schedule
   2.1. Extended EPSI Services
   2.2. EPSI Software and Services
   2.3. Delivery Order for Professional Services

3. Term. The term for this Amendment shall begin on Amendment Date and continue during the duration of the Extended Services as described in Schedule A.

4. Termination of Obligations related to Certain Licenses and Services. Client has provided Allscripts notice of non-renewal with respect to the Software set forth in the table below. As of December 1, 2018 (the "Termination Date"), the current support term for each Software expires and support services for each Software shall conclude in accordance with the terms and conditions of this Amendment and the Agreement (the "Terminated Obligations"). For the Termination Date, each party agrees to release the other party from any and all obligations related to the Terminated Obligations; provided, however, Client shall pay Allscripts any outstanding fees related to the Terminated Obligations which were due and payable prior to Termination Date but where payment has not been received (collectively, the "Outstanding Fees") upon (a) Amendment Date if such Outstanding Fees are overdue and/or (b) in accordance with the applicable invoice if the Outstanding Fees are not overdue.
5. EPSI Software Services Extension. For Client's payment of fees related to the EPSI software as specified in Schedule A, including any fee adjustments permissible under the Agreement and payable in accordance with the terms therein, Alscripsi shall continue to provide software support and maintenance services pursuant to the Agreement (the "Extended EPSI Services") during the Term described in Schedule A.

6. Addition of Software and Related Services. The Parties hereby agree to add certain EPSI Software as described Schedule B attached hereto for the fees described therein.

7. Addition of Professional Services. The Parties hereby agree to add certain Professional Services as described Schedule C attached hereto for the fees described therein.

8. Fees and Payment Terms,

8.1. Fees and Specific Payment Terms. Client's fee and specific payment terms for the Alscripsi deliverables described in Section 5 and Section 6 are contained in Schedule A and Schedule B respectively. It is expressly understood and agreed that in no event will the total compensation to be paid pursuant to this Amendment Number 1 exceed the specified sum of $454,480.28.

8.2. General Payment Terms. Client agrees to pay Alscripsi all fees related to this Amendment in accordance with the Agreement.

8.3. Annual Adjustment. Each year on the anniversary of the Amendment Date, Alscripsi may increase all fees in this Amendment by an amount in accordance with Section 5.2 of the General Terms and Conditions to the Master Agreement (the "Annual Adjustment").

9. Disputes. The parties intend to have any disputes and no charge items provided in this Amendment meet the requirements of 42 C.F.R. 1001.152(n), the Dispute Safe Harbor of the Anti-Kickback statute. Client may have an obligation to report any disputes and no charge items in accordance with the Dispute Safe Harbor and shall accurately reflect the discount on any claims submitted. This document constitutes a statement for accounting/reporting purposes.

10. Entire Agreement. This Amendment (which includes the Schedules attached hereto) contains the entire understanding of the Parties hereto with respect to the transactions and matters contemplated herein and supersedes all prior agreements and understandings and course of dealing between the Parties concerning the subject matter herof. Client acknowledges that it has not relied on the availability of any future version of any software or any future product or service in exercising this Amendment.

11. Severability and Modification. If any provision is held invalid, then such provision will be modified to best preserve the Parties' intent. This Amendment may be modified only in writing and signed by both Parties.

12. Counterparts and Signatures. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Amendment, and any such counterpart containing a facsimile signature or electronic signature shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]
Exhibit 1

Agreed and accepted by,

STATE OF MISSISSIPPI, DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES, ON BEHALF OF UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

Craig P. Droxon, Ph.D. Executive Director
PRINTED NAME, TITLE
11/20/2018
DATE

ALLSCRIPTS HEALTHCARE, LLC

Authorized Signature

Ralph Kiser, CEO, EPSI
PRINTED NAME, TITLE
11/15/2018
DATE

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

LouAnn Woodward chief of staff
PRINTED NAME, TITLE
11/19/2018
DATE
Schedule A - Extended EPSi Services

1. Support Services Term. The initial term for Extended EPSi Services shall begin on the "Commencement Date" specified in Section 2 below and end on June 30, 2021 (the "Term"). The Term shall not be extended or renewed without mutual agreement of the Parties in writing. Notwithstanding the right to terminate or termination of certain services provided under the Agreement, the Parties agree that the terms and conditions of the Agreement, as such terms relate to the obligations of the Parties for Extended EPSi Services, shall remain in effect for the Extended EPSi Services until the Term of the Extended EPSi Services and this Amendment have been rightfully expired or terminated.

2. Extended EPSi Services Fees. The following are the Extended EPSi Services, fees, and commencement dates for the extension under this Amendment:

<table>
<thead>
<tr>
<th>Description</th>
<th>Commencement Date</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Software Maintenance - Budget Manager</td>
<td>12/1/18</td>
<td>$30,004.76</td>
</tr>
<tr>
<td>Annual Software Maintenance - Cost Manager</td>
<td>12/1/18</td>
<td>$53,126.57</td>
</tr>
<tr>
<td>Annual Software Maintenance - Product Line Analyst</td>
<td>12/1/18</td>
<td>$33,126.57</td>
</tr>
<tr>
<td>Annual Software Maintenance - Strategic Product Budgeting</td>
<td>12/1/18</td>
<td>$17,905.21</td>
</tr>
<tr>
<td>Annual Software Maintenance - Productivity Manager</td>
<td>12/1/18</td>
<td>$27,958.58</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>$143,036.69</td>
</tr>
</tbody>
</table>

2.1 Payment of Services Fees. Client agrees to pay Allscripts the Fees described in the table above as follows:

(a) On December 1, 2018, Client shall pay a pro-rated portion of the Annual Fees in the table above for the time period from December 1, 2018 to June 30, 2019 in the amount of $83,429.32, then

(b) On July 1, 2019 and annually thereafter for the remainder of the Term, Client shall pay the full Annual Fees in the table above, subject to Annual Adjustment.
Exhibit 1

Schedule B - EPSI Software and Services

A. **Support Term.** The initial term for EPSI Software Support Services shall begin on the “Start Date” specified in Section B below and end June 30, 2021 (the “Support Term”). The Support Term shall not be extended or renewed without mutual agreement of the Parties in writing. Notwithstanding the right to terminate or cancellation of certain terms provided under the Agreement, the Parties agree that the terms and conditions of the Master Agreement shall remain in effect for the EPSI Software Support Services until the Support Term of the EPSI Software Support Services and this Amendment have been rightfully expired or terminated.

B. **EPSI Software Fees.** For the fees identified below, Alsciptech agrees to provide a perpetual, non-exclusive, non-transferable license to the additional Alsciptech software specified therein (the “EPSI Software”) and support services related thereto (the “EPSI Software Support Services”) in accordance with the Agreement to the Facilities described herein.

<table>
<thead>
<tr>
<th>Description</th>
<th>Start Date</th>
<th>One-Time License Fee</th>
<th>Annual Support Fee *</th>
</tr>
</thead>
<tbody>
<tr>
<td>EPSI Embedded Analytics</td>
<td>12/1/18</td>
<td>$0.00</td>
<td>$118,295.56</td>
</tr>
</tbody>
</table>

* Annual Support Fee Payments. Client agrees to pay Alsciptech the Annual Support Fee described in the table above as follows:

(i) On December 1, 2018, Client shall pay a pro-rated portion of the Annual Support Fee in the table above for the time period from December 1, 2018 to June 30, 2019 in the amount of $10,672.42, then

(ii) On July 1, 2019 and annually thereafter for the remainder of the Term, Client shall pay the full Annual Support Fee in the table above, subject to Annual Adjustment.

1. Facilities. The EPSI Software may be used at, or for the benefit of, only the Facilities as defined in the Agreement. Additional license fees and support fees shall apply for additional Facilities.

2. Pricing Notes. Fees are based on (i) 72,381 annual outpatient discharges and (ii) 867,515 annual outpatient visits.

3. Additional Use. Licenses and use of the EPSI Software is based on the volumes specified in Section 2 above. Additional use beyond the volumes in Section 2 above, shall be by mutual agreement of the Parties in writing as an amendment to this Amendment.

C. **Professional Services.** For the fees identified below, Alsciptech agrees to provide professional services described herein (the “Professional Services”) in accordance with the Agreement.

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Fixed Fee for Fixed Scope*</th>
</tr>
</thead>
<tbody>
<tr>
<td>EPSI Embedded Analytics</td>
<td>$19,750.00</td>
</tr>
<tr>
<td>EPSI Value-Add Consulting Services (PS/7THMO1800) **</td>
<td>$0,000.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$22,750.00</td>
</tr>
</tbody>
</table>

* A custom work plan is to be mutually developed by the Parties forty-five (45) days after the Amendment Date.

** The scope of Professional Services for Strategic Planning design session shall not to exceed 40 hours.

1. Travel, Living, and Other Expenses. Client shall pay or reimburse Alsciptech for expenses incurred pursuant to this Amendment by or on behalf of Alsciptech in accordance with the Master Agreement.
Schedule C – Delivery Order for Professional Services

DELIVERY ORDER
FOR
PROFESSIONAL SERVICES
BETWEEN
ALLSCRIPTS HEALTHCARE, LLC
AND
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This Delivery Order (this “Delivery Order”) is made as of the last date of signature of the Amendment (the “Order Date”) between:

ALLSCRIPTS HEALTHCARE, LLC (“ALLSCRIPTS”)  The University of Mississippi Medical Center (“Client”)
As Successor in Interest to Epic Systems Corporation  2900 North State Street Jackson, MS 39216
105 Church At North Hills Street Raleigh, NC 27609  Telecopier: (404) 847-5151 Attention: SSO Department

1. General Purpose of this Delivery Order. In accordance with the terms and conditions of that certain Master Agreement, entered into by and between Allscripts and Client, dated July 1, 2013 (the “Agreement”), it is agreed between the Parties that Allscripts and/or Allscripts designated Third Parties will provide to Client and Client will purchase certain Professional Services, all as specified in this Delivery Order and subject to the provisions of the Agreement. Capitalized terms used, but not defined, in this Delivery Order shall have the meaning given to such terms elsewhere in the Agreement.

2. Description of Professional Services. The Professional Services to be provided to Client under this Delivery Order are more particularly described in Amendment 1 to this Delivery Order, which is incorporated herein by this reference.

3. Staffing and Related Matters. In accordance with the Agreement, Allscripts shall assign technically proficient and qualified Allscripts Personnel suitable to perform the Professional Services described herein. Such Allscripts Personnel shall be assigned within sixty (60) days after the Order Date.

4. Delivery Order Term. The Term for this Delivery Order shall commence on the Order Date and shall end upon the earlier to occur of (a) completion of the Professional Services, or (b) one (1) year from the Order Date ("Delivery Order Term"). The Delivery Order Term may be extended only by a written agreement signed by both Parties.

5. Fixed Services Fees.

5.1. Fixed Services Fees. Client shall pay Allscripts a fixed fee for the fixed scope of Services in this Delivery Order a fixed fee of $4,296,000 (collectively, the “Fixed Fees”) subject to the payment provisions in Section 5.1.1. below. Such Fixed Fees are stated in and shall be payable in U.S. Dollars. Client shall pay to Allscripts all Fees in this Delivery Order plus applicable taxes, if any, in accordance with the Agreement, plus related expenses as defined in Section 6 below. Client must notify Allscripts, in writing, of any dispute prior to the related invoice due date or the charges shall be final and binding. For services performed outside the scope of this Delivery Order, a separate Delivery Order will be required and mutually agreed to by the parties. Changes in fees, deliverables, resource requirements and/or assumptions could result in project delays, additional fees or require addition of services to be performed under a separate delivery order.

5.1.1. Milestone Payment of Fixed Fees. Client shall pay Allscripts in accordance with the following milestone payments.

5.1.1.1. One hundred percent (100%) of the Fixed Fees to be paid upon Allscripts' completion of all of their in-scope activities permitted by Client in this Delivery Order.

5.2. Service Fee Disputes and Late Charges. Client may dispute any Service Fees invoiced in accordance with the provisions of the Agreement. All undisputed amounts not paid when due are subject to a late payment charge as provided in the Agreement.
6. Travel and Living Expenses. Client shall pay all reasonable travel and out-of-pocket expenses actually incurred by or on behalf of Allscripts in performance of its obligations under this Delivery Order in accordance with Section 5.3 of the Agreement not to exceed $6,000.00.

7. Client Purchase Order. Notwithstanding anything else, no additional or different terms in or attached to any Client purchase order shall modify the terms of this Delivery Order.

8. Miscellaneous. Notwithstanding anything else, (a) the target timeline and associated Professional Services fees and expenses set forth in this Delivery Order are good faith estimates only, and (b) changes in Client Personnel involved in implementation of the Licensed Software, changes in the actual or anticipated Client Environment, changes in the Client Disclosed Needs, failure of any underlying assumptions, mutually agreed to Changes in the scope of Implementation Services, or unexpected or unusual environmental or operational circumstances may require changes to the Professional Services scope, timeline or fee estimates that will be deemed effective upon written agreement of both Parties.

9. Counterparts and Facsimile Signatures. This Delivery Order may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and electronic or facsimile signatures will have the same effect as original manual signatures.

This Delivery Order should be signed and delivered to Allscripts as follows:
Via email: kathy.carter@enssi.io
For questions contact: 208.836.5552

The signed copy of this SSD (sent through email or fax) will be accepted as final legal copy.
If you require an original signed copy to be returned to you for your records, please send your originals via mail to:

Allscripts Healthcare, LLC
Attn: Contract Admin.
305 Church At North Hills Street
Raleigh, NC 27609
Exhibit 1

Attachment 1 to
Delivery Order

Description of Professional Services

1. EPSI shall provide services related to the EPSI software.
   1.1. EPSI Professional Services shall install v16.3 in the Client's new Test environment, subject to the provisioning in this Statement. Note the release level will match the current release in the Production environment.

2. Assumptions
   2.1. The EPSI install shall be performed remotely.
   2.2. The parties will mutually agree to the scheduling of the EPSI install, however, EPSI reserves the right to reschedule such date and time with Client upon notice to Client.
   2.3. Upon completion of the EPSI install, EPSI shall log into and launch each web application to confirm that applications are running and working appropriately.
   2.4. EPSI is not responsible for install/upgrade failures due to hardware or operating system issues. This includes lack of disk space on the servers, faulty network cards or missing Microsoft service packs or patches.
   2.5. EPSI is not responsible for the hardware or operating system of the servers.

3. Client Responsibilities:
   3.1. Client will provide EPSI with written notice of which version or release to install/upgrade and request a date and time for such install/upgrade. Such written notice must be received by EPSI at least two (2) weeks prior to the requested date and time. All install/upgrade requests and changes to existing requests must be sent to: kathy.carter@epsi.in.
   3.2. Client must provide one main IT contact to be immediately available during the EPSI install process.
   3.3. Client is responsible for downloading and disseminating the SunGate EPSI Desktop applications (e.g. Enterprise Analyst, Data Leader, Security, EAD Administrator and Productivity Administrator).
   3.4. Client is responsible for ensuring all system environments necessary to complete this project are available and accessible via the Alchemists-supported remote connection protocol (currently Encity SecureLink).
   3.5. Client is responsible for ensuring that all Microsoft® operating systems and SQL Server service packs and patches are applied.
   3.6. Client is responsible for ensuring that the database is backed-up prior to an install/upgrade.
   3.7. Client is responsible for restoring a copy of the Production Database to Test prior to the install.
   3.8. Client will make available its hardware, software, and network to EPSI staff during weekdays hours.
   3.9. Client will make available all information, resources, and personnel reasonably requested by EPSI.
   3.10. Client will provide EPSI with resources (such as parking, telephone, printer, and copier access) equivalent to such resources furnished to its own IT staff during the Term of the Services, including, but not limited to:
       3.10.1. Access to dial out capabilities or wireless connections (preferred);
       3.10.2. Access to any other reasonable and incidental supplies, equipment, and services that would contribute to the efficient execution of the professional services.
   3.11. Client is responsible for any travel-related expenses needed, as defined in the Master Agreement, not to exceed $4,000.00.
From:  Cindy Gosa  
To:  Blakeney E. Smith  
Cc:  Alec Shedd  
Subject:  [EXTERNAL] Project 44987-Amendment #2 to Master Acute Client  
Date:  Monday, June 3, 2019 10:46:43 AM  
Attachments:  fb-art_8181574a-8998-4085-abc5-d2c8e5d343bf.png  
LinkedIn_f3033ad1-d550-4a8a-b02a-c23a72ed911.png  
Allscripts Signed Quote # 292611 Univ of Miss Med Ctr Amend .pdf  

Blakeney,

Attached is Amendment #2 to Master Acute Client with Allscripts. Please have signed and return to me. I will send you a fully executed original for your records once Dr. Orgeron has signed.

Thank you,
Cindy

Cindy Gosa  
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Exhibit 2

PROJECT NUMBER 44908
AMENDMENT # 10 TO
MASTER SERVICES & LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as "Amendment Number 10") shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, November 3, 2016, November 28, 2016, November 1, 2017, and October 31, 2018 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 (hereinafter referred to as "OptumInsight"), 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").

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 10, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) UMMC has a need for custom data files as specified in the Custom Data for Use with Epic Systems Product Schedule which is attached to this Amendment Number 10 and OptumInsight agrees to provide such data pursuant to the terms of the Master Agreement and this Amendment Number 10 upon signature at the prices stated in the attached.

2) The custom data files will be provided to UMMC through OptumInsight's affiliate Optum360 Solutions, LLC which agrees to be bound by the terms of the agreement applicable to OptumInsight for purposes of this Amendment Number 10.
Exhibit 2


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: __________________________

OptumInsight, Inc.

By: __________________________

Authorized Signature

Printed Name: Scott Iverson

Title: COO - Claims & Payment Services

Date: 6/11/2019

University of Mississippi Medical Center

By: __________________________

Authorized Signature

Printed Name: LouAnn Woodward M.D.

Title: Vice Chancellor for Health Affairs

Date: __________________________
Exhibit 2

CUSTOM DATA FOR USE WITH EPIC SYSTEMS
PRODUCT SCHEDULE

1. Subscription to Data.

A. License. Customer hereby licenses from OptumInsight and OptumInsight agrees to license to Customer the databases marked below (all of which are deemed to be “Data” under the Master Agreement). Customer represents and warrants that Customer has a license to use CPT codes in connection with the Epic Systems applications.

B. Custom Data Files for Use with Epic Systems Corporation’s Application Systems: National Coverage Determination (“NCD”) and Local Coverage Determination (“LCD”) Data FOR THE FOLLOWING STATES (Data will be for the contractor as of the Effective Date and any replacements for that contractor):

<table>
<thead>
<tr>
<th>List State</th>
<th>Part A</th>
<th>Part B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

C. State Level Medicaid Edits ("SLME") Data for all states which Optum has then-currently developed and makes generally available. As of the Amendment Effective Date, the SLME Data will be provided for each state and rule category if available and if indicated below, and any replacements as they are made. Additional states and their respective categories may be added as states become available upon written amendment executed by all parties.

<table>
<thead>
<tr>
<th>State</th>
<th>Part B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi</td>
<td>Yes</td>
</tr>
</tbody>
</table>

D. Community Connect Partners. Customer may permit its Community Connect Partner(s) (defined below) to receive electronic medical record hosting services through Customer’s use of the Data in accordance with the terms of this Schedule. Customer represents and warrants that it shall bind each Community Connect Partner, listed below, to the terms in this Schedule that are applicable to Customer (including any terms associated with; the use of CPT codes, confidentiality, licensed use, fees, billing, audit, and/or claims amount reporting). Community Connect Partners are non-affiliated providers that access Customer’s single Epic system with Customer’s single Claims Manager Professional system.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi State Department of Health</td>
<td>570 East Woodrow Wilson Drive Jackson, MS 39216</td>
</tr>
</tbody>
</table>

Customer may add additional Community Connect Partners upon written amendment executed by all parties.
E. **Limitations on Use.** Customer may not modify the Data or create any derivative works based on the Data. Customer may not use the Data to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer shall not disclose any of the Data outside Customer's entity, except as expressly permitted under this Schedule.

F. **Informational Tool.** The Data is provided to Customer for informational purposes only. Customer acknowledges that the Data is a tool that Customer may use in various ways in its internal business. OptumInsight disclaims any endorsement, approval or recommendation of particular uses of the Data either in general or with respect to Customer's operations. Any reliance upon, interpretation of and/or use of the Data by Customer is solely and exclusively at the discretion of Customer. Customer shall not represent the Data in any way other than as expressed in this Schedule.

G. **Licensed Use of the Data Tables.** Customer's right to use the NCD, LCD, NME, and SLME tables (the "Data Tables") is limited to the uses stated in this paragraph. Customer acknowledges that the Data Tables are a tool that Customer may use solely in conjunction with the Claims Manager Software for purposes of editing claims based on local policy. Customer may use the Data Tables only in connection with the processing of Customer's own internal data for Customer's own customary internal business purposes and operations. Customer shall not use the Data Tables for the purpose of processing the data of or performing any service for any third party. Customer may not modify the Data Tables or create any derivative works based on the Data Tables. Customer may not use the Data Tables to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer may not use the Data Tables as a substitute for Customer's own judgment in setting and determining Customer's fee schedules and reimbursement levels.

II. **Delivery and Support,**

A. **Delivery and Updates.** After the initial delivery of the Data, the NCD/LCD Data will be updated monthly and the CCI/OCE Data will be updated quarterly.

B. **Technical Telephone Support.** Customer is entitled to OptumInsight's standard technical telephone support for the Data, at no additional charge, during OptumInsight's normal business/support hours of 7:00 A.M. to 5:00 P.M. Central Time, Monday through Friday. Technical telephone support consists primarily of answers to questions regarding installation, setup, Data structure, design and updates. This service may not be used for training purposes. Customer may obtain training from OptumInsight at OptumInsight's then-current charges.

III. **Fees and Payment Terms.** Customer shall pay OptumInsight an annual license fee for the Data as set forth below. OptumInsight shall invoice Customer for the Year 1 fees upon execution of Amendment Number 10 by all parties. Thereafter, OptumInsight shall invoice Customer annually for the fees due each year on each anniversary of the Effective Date. Customer agrees to pay OptumInsight in accordance with Mississippi law on timely payments for purchases by public bodies, which generally provides for payment of undisputed invoices within forty-five (45) days from the date of the Invoice.
Exhibit 2

<table>
<thead>
<tr>
<th>Database</th>
<th>Prorated Year 1 6/1/2019 to 10/31/2019</th>
<th>Year 2 11/1/2019 to 10/31/2020</th>
<th>Year 3 11/01/2020 to 10/31/2021</th>
<th>Year 4 11/01/2021 to 9/30/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custom NCD/LCD Data described above</td>
<td>$10,245.00</td>
<td>$15,905.00</td>
<td>$16,462.00</td>
<td>$17,038.00</td>
</tr>
<tr>
<td>SLME Data</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

IV. Term and Termination.

A. Term. This Schedule shall commence on June 1, 2019, and shall continue until September 30, 2022, unless earlier terminated pursuant to the Master Agreement. Upon completion of the initial term, this Schedule may, upon the written agreement of the parties, be renewed for an additional term, at fees not exceeding a 3.5% increase over the prior year's fees.

B. Effect of Termination orExpiration. Upon expiration or termination of this Schedule for any reason, Customer shall immediately: (1) discontinue all use of the Data and documentation; (2) remove the Data from all hard disks on all computers; (3) destroy all copies of the Data and documentation within the possession or control of Customer; and (4) provide to OptumInsight written certification that these actions have been accomplished.
This document (hereinafter referred to as “Amendment Number 11”) shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, November 3, 2016, November 28, 2016, November 1, 2017, October 31, 2018, and June 18, 2019 (hereinafter referred to as “Master Agreement”), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 (hereinafter referred to as “OptumInsight”), 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”).

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 11, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) OptumInsight agrees to extend Optum Transaction Testing Classic through September 30, 2022 as listed in Exhibit E-2, which is attached to this Amendment Number 11 and OptumInsight agrees to provide such services pursuant to the terms of the Master Agreement and this Amendment Number 11 upon signature at the prices stated in the attached.

2) The Optum Transaction Testing Classic will be provided to UMMC through OptumInsight’s affiliate Optum360 Solutions, LLC which agrees to be bound by the terms of the agreement applicable to OptumInsight for purposes of this Amendment Number 11.

3) Exhibit E-1 in the Agreement, which is attached to Amendment Number 6 to the Agreement and deleted and replaced Exhibit E, shall be and hereby is augmented by the new Exhibit E-2, which is attached to this Amendment Number 11 and incorporated herein by reference. All references in the Agreement to “Exhibit E-1” shall be and hereby are revised to be “Exhibit E-1 and Exhibit E-2.”
Exhibit 2


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:______________________________

University of Mississippi Medical Center

By:_______________________________
Authorized Signature

Printed Name: LouAnn Woodward M.D.
Title: Vice Chancellor for Health Affairs
Date:______________________________

OptumInsight, Inc.

By:_______________________________
Authorized Signature

Printed Name: Scott Iverson
Title:GM, Claims & Payment Services
Date: June 27, 2019
Optum360 Solutions, LLC ("Optum") and Mississippi Department of Information Technology Services ("ITS"), as contracting agent for the University of Mississippi Medical Center ("UMMC" or "Customer") entered into this Product Schedule (the "Schedule") originally with an effective date of June 9, 2014, and amended in Amendment #6 with an effective date of June 9, 2017. This Schedule is incorporated into and made a part of the Master Services and License Agreement ("Agreement") between OptumInsight, Inc. and ITS, as contracting agent for UMMC, dated May 31, 2012. The parties agree to amend the Schedule as follows.

1. **Existing Schedule.** Except as set forth in this Amendment, all terms and conditions of the Schedule remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Schedule, this Amendment shall control.

2. **Term.** The parties agree to extend the term of the Schedule, beginning as of the date of this Amendment and ending September 30, 2022 (the "Renewal Term").

3. **Renewal Term Fee.** For each year of the Renewal Term, Subscriber agrees to pay Optum an annual license fee in the amounts set forth below:

<table>
<thead>
<tr>
<th>Renewal Period</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Amendment—June 8, 2020</td>
<td>$1,884.74</td>
</tr>
<tr>
<td>June 9, 2020—June 8, 2021</td>
<td>$1,950.71</td>
</tr>
<tr>
<td>June 9, 2021—September 30, 2022</td>
<td>$2,618.98</td>
</tr>
</tbody>
</table>

Subscriber agrees to pay all fees and expenses invoiced by Optum within (45) days after the date of each invoice 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. These payments shall entitle Subscriber to use the Optum Transaction Testing Service – Classic for the Renewal Term. Unless otherwise stated in the terms specified in the Schedule, all fees are non-refundable.
Exhibit 2

RevenueCyclePro.com
Product Schedule

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this RevenueCyclePro Product Schedule (the "Schedule"), with an Effective Date of November 1, 2018. Optum is an affiliate of OptumInsight, Inc., and this Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer dated May 31, 2012 (the "Agreement"), which for purposes of the RevenueCyclePro.com Services has been assigned to Optum. The parties agree as follows:

I. License of RevenueCyclePro.com.

A. RevenueCyclePro.com. Optum grants Customer the nonexclusive, nontransferable right to use the RevenueCyclePro.com service with Coders Dictionary add-on (the "Services", which is included in the definition of Services in the Agreement).

B. Use of Services. Customer has the nonexclusive, nontransferable right to use the Services for its lawful business operations. Customer acquires no rights to the Services or to the information and data accessed via the Services, except the right to use the information and data solely for Customer's business purposes, in accordance with this Schedule. Customer shall have no right to allow any person or entity that is not an employee or consultant of Customer to access the Services, directly or indirectly in any way.

C. Number of Sites and Users. The number of authorized "Users" of RevenueCyclePro.com at Customer is as follows: a total of sixty-one (61) Users. If the number of Users increases, Customer agrees to notify Optum in writing within ten (10) days thereafter and pay additional license fees upon receipt of an acceptable invoice for any increases in the number of Users under this Schedule. Pursuant to Optum's agreement with the American Medical Association, a User is an individual employee or contractor of Customer who:

1. Accesses, uses, or manipulates Current Procedural Terminology ("CPT®") coding contained in the Service; or
2. Accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Service even though CPT coding may not be visible or directly accessible; or
3. Makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

D. User ID and Security. Optum shall provide Customer with a User ID for each purchased user license to access the Services via the RevenueCyclePro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to Customer's employees and consultants who have a need to access the Services and who agree to abide by the terms of this
Exhibit 2

Schedule. It shall be the ongoing responsibility of Customer to administer User ID(s) for anyone to whom Customer has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by Customer. All fees incurred by persons to whom Customer has disclosed a User ID shall be Customer’s sole responsibility.

E. Delivery and Updates. Optum shall make each component of the Services available to Customer as it becomes available for general release from Optum, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by Optum for the Services.

F. Accuracy and Errors. Customer agrees that Optum and its employees and agents shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Services. No later than thirty days from the date of Customer’s receipt of access to the Services or any update of the Services, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Services.

II. Technical Support. Technical support is available Monday through Friday between 8:00 am and 6:00 pm Central time. During the time technical support is available, Customer will have access to Optum technical support through a toll-free number or through the respective sales representative. Technical support consists primarily of answers to questions relating to the use and access of the software and the repair of software “bugs.” Technical support is also available through email and the User-resources Web page.

III. Fees and Payment. As of the Effective Date, Customer shall pay Optum the first year license fee specified below. For each subsequent year of this Schedule, Optum will invoice Customer for the applicable fee (assuming Customer’s number of licenses purchased for Users has not exceeded the number authorized above). The fee for any year after the first year of this Schedule is due on the anniversary of the Effective Date.

<table>
<thead>
<tr>
<th>File Name</th>
<th>Number of Users</th>
<th>Annual License Fees Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td>RevenueCyclePro.com</td>
<td>61</td>
<td>$38,430.00</td>
</tr>
<tr>
<td>Coders Dictionary add-on</td>
<td>61</td>
<td>$1,830.00</td>
</tr>
<tr>
<td>Total Annual License Fee</td>
<td></td>
<td>$40,260.00</td>
</tr>
</tbody>
</table>

IV. Term and Termination. This Schedule shall commence as of the Effective Date, and shall continue for three (3) years thereafter, unless earlier terminated pursuant to the Agreement.
PROJECT #39789
MASTER SERVICES AND LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This Master Services and License Agreement (hereinafter referred to as "Agreement") is entered into by and between OptumInsight, Inc. ("OptumInsight"), a Delaware corporation having its principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota 55344, and the Mississippi Department of Information Technology Services ("ITS") having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211, as contracting agent for the University of Mississippi Medical Center, ("Customer" and/or "UMMC") located at 2500 North State Street, Jackson, Mississippi 39216. ITS and Customer are sometimes collectively referred to herein as "State''.

WHEREAS, Customer, pursuant to Request for Proposals ("RFP") Number 1150 and 1151 requested proposals for the acquisition of a contractor to provide a claim scrubbing software application and a claims manager clearinghouse service; and

WHEREAS, OptumInsight was the successful proposer in both RFPs to provide the software and services described herein;

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

Customer wishes to obtain certain data, software, and consulting products and services from OptumInsight. This Agreement sets forth the terms under which OptumInsight will provide the requested products and services.


1.1 The following definitions shall apply to this Agreement, including all product schedules referencing this Agreement (the "Schedules")

(a) "Affiliate" shall mean a company, which controls, is controlled by or is under common control with a party to this Agreement. For the purpose of this Section, "control" shall mean majority ownership.
(b) "Agreement" shall mean this Master Services and License Agreement, the Netwerkes Clearinghouse Services Product Schedule attached as Exhibit A; the Claims Manager Facility Services & Custom Data for Use With EPIC Systems Product Schedule attached as Exhibit B, and the Business Associate Addendum ("BAA") attached as Exhibit C, and any future Schedules which are mutually agreed upon by the parties.
(c) "Customer Data" shall mean claims, eligibility, provider, and other health care related data that Customer owns and that Customer or a Data Source delivers to OptumInsight pursuant to this Agreement.
(d) "Data Products" or "Data" shall mean all databases, data sets and other collections of information that Customer licenses from OptumInsight pursuant to this Agreement.
(e) "Data Sources" shall mean Customer and its administrators, claims payors, vendors and other sources of Customer Data to be delivered to OptumInsight.
(f) "Documentation" shall mean all user manuals and other written specifications distributed to Customer in connection with the Data Products or Software.
(g) "Effective Date" shall mean the date this Agreement is signed by all parties.
(h) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and its corresponding regulations, as amended from time to time.
(i) "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. §160.103, as amended from time to time, limited to PHI that OptumInsight obtains from or on behalf of Customer.
(i) “Services” shall mean all consulting, training, Software hosting, analytical, data management, support, maintenance, reporting and other services Customer obtains from OptumInsight pursuant to this Agreement.

(k) “Software” shall mean all computer software programs Customer licenses from OptumInsight pursuant to this Agreement, whether installed at Customer’s location or hosted at OptumInsight or elsewhere, all updates and revisions to such software that OptumInsight provides to Customer, and all Documentation provided with such computer software programs.

(l) “Useable Data” shall mean complete, readable Customer Data in the format required for the applicable Software, Data Products or Services product, conforming to the source data standard set forth in a Schedule, and including appropriate documentation, which has been tested and inspected by OptumInsight, and determined to be Useable Data by OptumInsight.

1.2 The Software and Services being initially procured by Customer are set forth in the Schedules attached hereto as Exhibits A and B. When Customer agrees to purchase or license and OptumInsight agrees to provide additional Software, Data Products or Services to Customer under this Agreement, the parties shall sign appropriate Schedules to this Agreement. Execution of this Agreement does not bind Customer to purchase or license any particular quantity of Software, Data Products, or Services. Each Schedule shall define the Software, Data Products and Services to be provided to Customer and the prices and terms applicable to them. To the extent the terms of a Schedule conflict with the terms of this Agreement, the terms of the Schedule shall control.

1.3 The following applies to Customer’s license of any Software or Data Products:

(a) As of the Effective Date of the applicable Schedule, OptumInsight grants Customer a nonexclusive, nontransferable term license to use the Software or Data Products for Customer’s business operations within the United States, pursuant to the terms of this Agreement. Customer may use the Software or Data Products only as permitted in the applicable Schedule, and for no other purposes.

(b) In the event that Customer wishes to use a third party as its agent to access the Software, the Data Products or a database of Customer Data produced through use of any Software, OptumInsight must approve access by such third party and the third party must sign an appropriate nondisclosure agreement with Customer or with OptumInsight. However, OptumInsight’s approval is not required for third party contractors that will have only incidental contact with or use of such items. Customer, however, remains responsible for protecting the confidentiality of the Software, Data Products, and Services it obtains from OptumInsight. Except as permitted by this Agreement, Customer shall have no right to allow any person or entity who is not a party to this Agreement or an Affiliate of Customer to access the Software or Data Products directly or indirectly in any way.

(c) Customer may make copies of the Software and the Data Products only for backup, archival, disaster recovery, and disaster recovery testing purposes. On each such copy of the Software or Data Products, Customer shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the Software and Data Products made or received by Customer can be used only as permitted under this Agreement. At any time within ten (10) business days after OptumInsight’s written request, Customer shall inform OptumInsight of the number and location of all copies of the Software and Data Products Customer has made or received.

(d) Customer shall not (i) copy, reproduce, modify, or excerpt any of the Software or Data Products for any purpose other than as expressly permitted under this Agreement; (ii) distribute, rent, sublicense, share, transfer or lease the Software or Data Products to any person or entity that is not a party to this Agreement or an Affiliate of Customer, or use the Software or Data Products to provide service bureau or similar services to third parties (unless expressly permitted on a Schedule); or (iii) attempt to reverse engineer or otherwise obtain copies of the source code for the Software or the identity of individual patients or members, Data Sources, persons, payers, or providers reflected in any Data Products.

(e) OptumInsight shall furnish to Customer without charge only those updates to or new versions of Software or Data Products that OptumInsight furnishes without charge to all other licensees for the Software or Data Products. If OptumInsight notifies Customer that an update supersedes the preceding version, Customer shall have a reasonable time in which to move to the updated version, and thereafter, OptumInsight will have no further obligation to provide maintenance services for the superseded Software.
or Data Products versions. When OptumInsight hosts Software or Data Products for Customer, OptumInsight will use the then-current version of the Software or Data Products on behalf of Customer.

1.4 OptumInsight may use proprietary tools, computer programs, algorithms, databases, methods and techniques, processes and other materials and ideas developed by itself or others to perform Services for Customer ("OptumInsight Tools"). Customer acknowledges and agrees that the OptumInsight Tools, including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof, remain the sole property of OptumInsight.

2. Customer’s Responsibilities

2.1 Customer will provide and maintain all computer hardware, software, communications equipment, and associated peripherals and support necessary to use the Software and the Data Products. Any failure to perform by OptumInsight shall not be considered a breach of this Agreement if such failure to perform is solely caused by Customer's failure to provide the recommended computer hardware, software, communications equipment, and/or associated peripherals and/or support. If a Schedule requires Customer to deliver Customer Data to OptumInsight, Customer shall provide OptumInsight with all Useable Data required, in the format required for the applicable Software, Data Products or Services. Customer's failure to provide Useable Data shall relieve OptumInsight of all obligations under this Agreement that are contingent upon receipt of Useable Data, until such time as Customer has delivered Useable Data to OptumInsight.

2.2 Customer and the Data Sources shall be responsible for their data entry activities, and for the accuracy of any Customer Data delivered to OptumInsight. Customer agrees that the Customer Data it provides to OptumInsight under this Agreement (if any) contains true and accurate data and information, to the best of Customer's knowledge. OptumInsight shall not be responsible for errors in Customer Data or data entry done by Customer or the Data Sources, or for errors in services, programs, hardware, data files, or output OptumInsight provides to or maintains for Customer pursuant to this Agreement, if those OptumInsight errors are solely caused by errors in Customer's or the Data Sources' input data, or from Customer's failure to comply with this Agreement. Customer is responsible for obtaining, prior to furnishing any data or information to OptumInsight, any necessary permissions, consents, or releases, including entering into business associate agreements as applicable, which are required by applicable federal, state or local laws and/or regulations for the delivery of Customer Data to OptumInsight and for OptumInsight to use and disclose such Customer Data as set forth under this Agreement or required by law.

2.3 During and after the term of this Agreement, OptumInsight may use, reproduce, transfer and combine Customer Data and information derived from that data for preparing commercially available normative and benchmark data and databases, and for internal and external research and analysis purposes. Consistent with Section 5 of this Agreement, OptumInsight shall not use, distribute or disclose Customer Data in any manner that would reveal the identity of patients or members (other than for explicit use of Customer Data by Customer under this Agreement), except to the extent permitted by applicable law or this Agreement.

2.4 In the event that Customer uses or accesses any OptumInsight information or communication systems ("OptumInsight Systems"), which includes the systems owned and/or operated by OptumInsight and/or OptumInsight's Affiliates, in the course of the parties performing under this Agreement, Customer agrees that it will use such access only as authorized in this Agreement, and for no other purposes, and will comply with all security controls, policies, standards, and guidelines applicable to OptumInsight Systems which are disclosed to Customer as part of a log-in procedure. Customer agrees it will not (i) knowingly introduce any virus or disabling code into the OptumInsight Systems; (ii) allow unauthorized third parties to have access to the OptumInsight Systems; (iii) attempt to access any portions of the OptumInsight Systems that are not required for Customer's performance under this Agreement; (iv) use the OptumInsight Systems in any manner that may damage or impair the OptumInsight Systems, OptumInsight, or its Affiliates, or (v) attempt to circumvent or bypass OptumInsight's security procedures for the OptumInsight Systems.

3. Prices and Payment
3.1 Customer shall pay OptumInsight for the Software, Data Products and Services in the amounts set forth in the attached Exhibit D. Customer shall pay OptumInsight for any additional billable services, which Customer requests and OptumInsight performs and which are not specified in any Schedules, at OptumInsight's then-current time and materials rates. Such request will be agreed to in writing between the OptumInsight and the Customer. Customer will reimburse OptumInsight for all reasonable travel and per diem expenses incurred in performing under this Agreement and identified in the attached Schedules, with prior authorization from Customer. OptumInsight will provide copies of all receipts for travel and per diem expenses to Customer. All travel and per diem expenses will be invoiced by OptumInsight as they are incurred. OptumInsight shall use hotel facilities that are mutually agreeable to OptumInsight and Customer. It is understood by the parties that all travel and travel expenses must be pre-approved by Customer, shall not exceed the daily amount allowed by the Mississippi Department of Finance and Administration, and are nonrefundable after being reimbursed. OptumInsight shall submit invoices with the appropriate documentation to Customer monthly for any month in which Services are rendered. All invoices will be stated in and all payments made in U.S. dollars. OptumInsight agrees that Customer represents that it is exempt from the payment of taxes and will not be invoiced for such taxes provided Customer provides OptumInsight with appropriate documentation of the exemption. All out of pocket expenses will be paid according to Customer policy.

3.2 Customer agrees to pay all undisputed fees and expenses invoiced by OptumInsight within forty-five (45) days of Customer's receipt of each invoice. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1½ %) per month, or the maximum rate allowed by law. Upon prior reasonable written notice to Customer, OptumInsight shall have the right, at its sole expense, to inspect and audit Customer's records relating to this Agreement, to confirm the calculation of fees due under this Agreement and Customer's compliance with this Agreement. OptumInsight agrees to hold such records in confidence. Such audits shall occur during Customer's usual business hours no more often than once per year, and shall be conducted with the least interruption to Customer's normal business operations as feasible.

4. Warranties and Limitation of Warranties

4.1 OptumInsight represents and warrants to Customer that OptumInsight has the right to license the Software and Data Products to Customer. All rights in patents, copyrights, trademarks and trade secrets encompassed in the Software and Data Products will remain in OptumInsight or its licensors, as applicable. Customer does not obtain any rights in the Software or Data Products except the limited right to use the Software and Data Products as provided herein and in the Schedules.

4.2 OptumInsight warrants that the Software will perform substantially in accordance with the applicable Documentation for the licensed release. If the Software fails to perform in accordance with the Documentation within ninety (90) days after the initial delivery of the first licensed release of the Software to Customer, Customer shall notify OptumInsight in writing prior to the expiration of such ninety- (90) day period, and OptumInsight shall repair or replace the Software. If OptumInsight is unable to repair or replace the Software after receipt of such notification from Customer, upon Customer's request OptumInsight will refund the license fees Customer paid for such Software (if any), and the license to use such Software shall be deemed to be terminated. OptumInsight warrants that the Data Products, upon delivery to Customer, shall consist of an accurate copy of the data sets or databases described in the Documentation for the Data Products. However, to the extent that the Data Products contain information OptumInsight has received from third parties, OptumInsight warrants only that the Data Products contain an accurate copy of the information that was delivered to OptumInsight. These warranties are void if Customer modifies the Software or the Data Products, Customer uses the Software or Data Products in any manner that is not allowed under this Agreement, or Customer allows unauthorized persons to use the Software or Data Products.

4.3 OptumInsight represents and warrants to Customer that:

(a) The Software and the Data Products and any medium by which they are delivered to Customer do not contain any virus or any other contaminant or disabling devices. For any breach of this warranty, OptumInsight at its expense shall, within five (5) business days after receipt of notification of the breach, deliver Software and Data Products to Customer that are free of any virus, and shall be responsible for
repairing, at OptumInsight's expense, any and all damage done by the virus to Customer's site. This Section does not apply to disabling code used to terminate an evaluation or trial period for Software or Data Products.

(b) Each of OptumInsight's employees, agents and subcontractors assigned to perform any Services shall have the proper skill, training, and experience to perform the Services, the Services will be performed in a competent and professional manner, and OptumInsight's employees, agents and subcontractors will observe any working rules of Customer, while on Customer's premises and to the extent conveyed by Customer. OptumInsight agrees to reperform any Services not in compliance with this warranty that are brought to its attention in writing within thirty (30) days after those Services are delivered to Customer.

(c) For the duration of any maintenance or support services that Customer obtains from OptumInsight pursuant to a Schedule, the Software or Data Product that is being maintained or supported by OptumInsight shall perform substantially in accordance with its then-current Documentation.

(d) OptumInsight represents and warrants that the Software and Services provided by OptumInsight pursuant to this Agreement shall meet or exceed the minimum specifications set forth in RFP No. 1150 and 1151 and OptumInsight's proposals, as accepted by Customer, in response thereto.

4.4 Except as expressly provided in this Agreement, OPTUMINSIGHT AND ITS LICENSORS MAKE NO OTHER EXPRESS WARRANTIES OR REPRESENTATIONS RELATING TO THE SOFTWARE, THE DATA PRODUCTS, OR THE SERVICES.

5. HIPAA Compliance.

5.1 This Section 5 applies only in the event that OptumInsight is receiving Customer Data from or on behalf of Customer, which constitutes PHI. The parties hereby agree to the Business Associate Addendum ("BAA"), attached as Exhibit C to this Agreement. Unless otherwise specified in this Agreement, all capitalized terms used in this Section 5 or the BAA and not otherwise defined have the meaning established for purposes of the Privacy Rule and the Security Rule under HIPAA, as amended from time to time. Customer agrees that each time it provides PHI to OptumInsight, Customer or its Data Sources will retain a copy of such PHI, and OptumInsight shall not have possession of the only copy of such PHI, unless OptumInsight has agreed in writing to hold the only copy.

5.2 The terms of this Section 5 and the BAA have been included based solely on the understanding by the parties that they are required by HIPAA or other applicable laws. To the extent that any relevant provision of HIPAA is materially amended or interpreted in a manner that changes the obligations of Customer or OptumInsight under this Agreement, the parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to such revised obligations. The terms of this Agreement will be construed in light of any interpretation of and/or guidance on HIPAA issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time.

6. Limitation of Remedies and Indemnification. This Section limits the parties' liability to each other in actions between the parties brought under this Agreement. Unless jointly agreed otherwise in writing, OptumInsight's liability shall not exceed the total amount paid by Customer to OptumInsight under this Agreement, including any amounts paid pursuant to amendments and change orders. In no event will OptumInsight be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless OptumInsight 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 breach of Sections 5 or 7 of this Agreement, 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 OptumInsight. The language contained herein tending to limit the liability of OptumInsight 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 OptumInsight is precluded from relying on any contractual damages limitation language within this Agreement where OptumInsight acts fraudulently or in bad faith.

7. Confidentiality.
7.1 Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating Schedules or future agreements between the parties, each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, OptumInsight's Confidential Information shall include, without limitation, financial information and employee information; information regarding OptumInsight products, marketing plans, business plans, customer names and lists, Software, Data Products, Services and Documentation; reports generated by or for OptumInsight; OptumInsight's methods of database creation; OptumInsight's translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats; software tools for report creation, distribution and retrieval; and associated algorithms, developments, improvements, know-how, code (object and source), programs, software architecture, technology and trade secrets. Without limiting the foregoing, Customer's Confidential Information shall include information regarding Customer's business and information regarding Customer's patients, premiums and claims data. Confidential Information shall not include PHI, which is subject to Section 5 of this Agreement. The confidential terms referenced in this Section 7.1 are enforceable to the extent permitted by the Mississippi Public Records Act.

7.2 Each party agrees that (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; (d) it will take all reasonable precautions to protect the other party's Confidential Information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization. Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party or certify as destroyed all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors, other than archival copies. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information.

7.3 If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall, if legally permissible, promptly notify the other party and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure.

7.4 Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to the other party's Confidential Information.

7.5 It is understood and agreed that 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 with all pricing removed from the Agreement shall be posted to the State of Mississippi's accountability website at: https://merlin.state.ms.us

8. Term and Termination; Dispute Resolution.

8.1 This Agreement commences as of the Effective Date. Unless earlier terminated as provided in this Agreement, this Agreement continues until the later of (a) five years after the Effective Date or (b) the expiration of all Schedules to this Agreement. Section 2.3 and all Sections of this Agreement (including the Schedules) relating to confidentiality, HIPAA compliance, ownership of intellectual property, indemnification, or limitations of liability shall survive termination or expiration of this Agreement. Upon termination or expiration of this Agreement,
Customer shall, within thirty (30) days, return all copies of all Software, Data Products, Documentation and related user materials to OptumInsight. With OptumInsight's consent (via e-mail), Customer may certify that it has ceased using and has destroyed the Software, Data Products and Documentation, rather than return them.

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

8.3 Failure by either party (the "Breaching Party") to comply with any material provision of this Agreement shall entitle the other party (the "Non-breaching Party") to give notice of breach to the Breaching Party specifying the nature of the breach and requiring the Breaching Party to cure such breach within thirty (30) calendar days of its receipt of such notice. If the Breaching Party disagrees with the existence, extent, or nature of the breach, the parties shall use reasonable, good faith efforts to resolve the dispute within thirty (30) days, and each party shall proceed diligently with the performance of this Agreement pending the resolution of any dispute. If (i) such breach is not cured within such thirty (30) day period after the receipt of such notice or (ii) the parties have not otherwise resolved the breach during such thirty (30) day period, the Non-breaching Party may terminate the Schedule that was breached or the Agreement (if the breach related to multiple Schedules), in whole or in part and without the assessment of any penalties, by delivering a second notice to the Breaching Party, specifying a termination date. The termination date may be immediate upon delivery of the second notice or up to ninety (90) days after the issuance of the second notice.

8.4 Except as set out in Section 8.5 below, any dispute, claim, or controversy of any kind or nature relating to this Agreement ("Dispute") arising between the parties regarding this Agreement that is not cured or otherwise resolved through the processes described in Section 8.3, the parties agree to meet and make a good faith effort to resolve the Dispute. If the Dispute is not resolved within thirty (30) calendar days after the the parties first meet to discuss it, and either party wishes to pursue the Dispute further, then the parties may refer the Dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA") then in effect. The parties may agree or not agree to mediation at their discretion. In no event may the mediation be initiated more than one (1) year after the date one party first gave written notice of the Dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the Dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in Jackson, Mississippi at a mutually agreeable site. If the parties are not able to resolve their differences through the mediation process within ninety (90) days of referring the matter to the AAA, either party shall be free to pursue all legal and equitable remedies otherwise available to it. Each party shall assume its own costs, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by each party. The parties shall proceed diligently with the performance of this Agreement pending the resolution of any dispute.

8.5 Notwithstanding Sections 8.3 or 8.4 above (collectively, "the Dispute Resolution Processes"), in the event that a party breaches this Agreement, the Non-breaching party may apply to a court of competent jurisdiction to seek emergency injunctive relief during or prior to the invocation of the Dispute Resolution Processes.

8.6 Notwithstanding any provision contained in this Agreement to the contrary, a party to this Agreement may terminate this Agreement in whole or in part without the assessment of any penalties, upon the giving of thirty (30) calendar days prior written notice to the other party:

(a) If the other party (i) applies for or consents to the appointment of a receiver, trustee, custodian, or liquidator because of its inability to pay its debts as they mature, (ii) makes a general assignment for the benefit of creditors, (iii) becomes adjudicated as bankrupt or insolvent or becomes the subject of an order for relief under Title 11 of the United States Code; (iv) files a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under such law; or (v) suffers the filing against it of an involuntary petition seeking relief under Title 11 of the United States Code, and any such action remains unremedied for ninety (90) consecutive days; or
(b) If an order, judgment or decree is entered, without the application, approval or consent of the other party, by any court of competent jurisdiction, approving a petition seeking reorganization or appointing a receiver of such company or substantially all of the assets of such company, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days; or
(c) If any Certificate of Authority, license or other registration permitting a party to operate is revoked or suspended by order of the appropriate local, state or federal agency and such order continues unstayed and in effect for a period of ninety (90) days provided such loss is not the result of the terminating party's performance or failure to perform under this Agreement.

8.7 Customer may also terminate this Agreement in whole or in part without the assessment of any penalties as follows: Immediately upon written notice to OptumInsight in the event the funds anticipated for the fulfillment of the Agreement are not forthcoming or are insufficient or there is a discontinuance or material alteration of the program under which funds were available to Customer pursuant to Section 12. This Agreement and any of its Schedules may be terminated, in whole or in part, upon the mutual written agreement of the parties. The provisions of Sections 8.1 through 8.7 do not limit either party's right to pursue any other remedy available at law or in equity.

9. CPT, CDT and ASA Terms.

9.1 Certain OptumInsight Software and Data Products contain Current Procedural Terminology Codes ("CPT") owned and copyrighted by the American Medical Association ("AMA") and licensed to OptumInsight, and/or Current Dental Terminology ("CDT") codes owned and copyrighted by the American Dental Association ("ADA"), and/or ASA content ("ASA Content") owned and copyrighted by the American Society of Anesthesiologists ("ASA"). The terms of this Section 9 apply only to Software and Data Products that contain CPT and/or CDT and/or ASA Content. Collectively, the CPT codes, CDT codes and ASA Content are referred to as the "Licensed Codes". Customer acquires no proprietary interest in the Licensed Codes. Except for the limited rights expressly granted to Customer in a Schedule, Customer acknowledges that all other rights in the Licensed Codes are owned and retained by AMA, ADA and ASA, respectively. All notices or proprietary rights, including trademark and copyright in the Licensed Codes must appear on all permitted back-up or archival copies made by Customer. CROSSWALK®, Reverse CROSSWALK™ and Relative Value Guide™ are trademarks of ASA.

9.2 Customer shall ensure that any person or entity that Customer authorizes to obtain access to Licensed Codes shall comply with the provisions of this Agreement. Customer shall not use Licensed Codes or information contained therein in any public computer-based information system or public electronic bulletin board (including the Internet and World Wide Web). Customer shall not create any derivative works based on Licensed Codes. Customer may print or download "CPT® Assistant" and/or "CPT® Changes" content or the Licensed Codes from the Software or Data Products solely for Customer's own business operations, without any modification to the content, and in such a way that the appropriate citation is included. OptumInsight's ability to deliver updated versions of CPT to Customer is dependent upon continuing contractual relations with the AMA.

9.3 The AMA provides CPT "AS IS", without any liability to the AMA, including, without limitation, no liability for consequential or special damages or lost profits for sequence, accuracy or completeness of the CPT data. The AMA does not warrant that CPT will meet Customer's requirements. The AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in CPT.

9.4 Except as expressly stated herein, the Licensed Codes and documentation are provided 'AS IS', without warranty of any kind, express or implied, including, but not limited to, warranties of performance. Customer (and not the AMA, ADA or ASA) bears all risk relating to quality, accuracy and performance of Licensed Codes. ASA's sole responsibility is to make available to OptumInsight replacement copies of the ASA Content if the ASA Content is not intact. ASA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in ASA Content.

9.5 Licensed Codes are commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by the American Medical Association, 515 N. State Street, Chicago, IL 60610, the ADA or the ASA. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these

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technical data and/or computer data bases and/or computer software and/or computer software documentation are
subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restriction of DFARS
227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense procurements and the
limited rights of restrictions of FAR 52.227-14 and/or subject to the restricted rights provisions of FAR 52.227-14
and FAR 52.227-19, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense
Federal procurements.

10. General

10.1 Entire Agreement: This Agreement, applicable Schedules, and the BAA constitutes the entire understanding
between the parties and supersedes and replaces any and all prior negotiations, communications
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. RFP No. 11501, RFP No. 1151, and OptumInsight’s proposals, as
accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

10.1.1 The contract made by and between the parties hereto shall consist of, and precedence is hereby established
by the order of the following:
A. This Master Services & License Agreement signed by the parties hereto;
B. The exhibits attached to this Master Services & License Agreement;
C. RFP No. 1150 and RFP No. 1151 and written addenda, and
D. OptumInsight’s proposals, as accepted by the Customer, in response to RFP No. 1150 and 1151.

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

10.2 Modifications: No amendment, change, or waiver of any provision of this Agreement will be
binding unless in writing and signed by both parties.

10.3 Severability: In the event one or more of the provisions of this Agreement are found to be
invalid, illegal or unenforceable by a court with jurisdiction, the remaining provisions shall continue in full force and
effect to the 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.

10.4 Subcontractors: OptumInsight may use subcontractors to perform under this Agreement, but
OptumInsight shall remain responsible for its obligations under this Agreement. OptumInsight shall obtain prior
written approval for any subcontractor that is performing services solely for Customer.

10.5 Employee Status: OptumInsight’s relationship to Customer is that of an independent contractor.
Neither party shall be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the
other party.

10.6 Assignments: Neither Customer, Customer’s Affiliates, nor OptumInsight may assign or
transfer this Agreement or any of the rights or licenses granted under it, without the prior, written consent of the
other party, which shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment without
consent shall be void.

10.7 Notices: Any notices permitted or required 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 service with signed receipt, addressed to
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the party as set forth herein, or at a different address as a party has notified the other party in writing. 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: Mr. Randy Sites, UMMC Chief Revenue Cycle Officer, University of Mississippi Medical Center, 504 Clinton Ctr. Drive, Suite 4300, Clinton, Mississippi 39056, with a copy of all notices to Customer also being sent to University of Mississippi Medical Center, Attention General Counsel, 2500 North State Street, Jackson, Mississippi 39216. OptumInsight’s address for notice is: OptumInsight, Inc., Attention: General Counsel, 13625 Technology Drive, Eden Prairie, Minnesota 55344. Notices shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change or address.

10.8 Force Majeure: The obligations of the parties under this Agreement shall be suspended, to the extent a party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), acts of war, acts of terrorism, vandalism or other aggression, acts of God, fires, storms, accidents, governmental regulations, failure of Internet access or service, or any other cause whatsoever beyond a party’s control. In addition, OptumInsight’s failure to perform under this Agreement shall be excused, and shall not be cause for termination, if such failure to perform is due to Customer undertaking actions or failing to undertake actions so that OptumInsight is or would be prohibited from the due performance of any material covenant, condition or agreement contained in this Agreement.

10.9 Each party agrees that in performing under this Agreement it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty and in compliance with all applicable laws; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; and (c) not achieve business results by illegal act or unethical conduct.

10.10 In regards to conflicting terms between this Master Services & License Agreement and any Schedule, the terms of the Master Services & License Agreement shall govern.

10.11 E-Verify: OptumInsight 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 (Supp 2008), 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. OptumInsight 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. OptumInsight 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. OptumInsight understands and agrees that any breach of these warranties may subject OptumInsight 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 OptumInsight 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, OptumInsight would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

11. U.S. Government Rights. The Software and Data Products include commercial technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by OptumInsight and/or its licensors. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restrictions of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 and/or subject to the restricted rights provisions of
FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR Supplements, for non-
Department of Defense Federal procurements.

12. **Availability of Funds:** It is expressly understood and agreed that the obligation of Customer to
proceed under this Agreement beyond year one 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 for succeeding years are not forthcoming, or are
insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to
appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were
available to Customer for the payments or performance due under this Agreement, Customer shall have the right,
upon sixty (60) days notice to OptumInsight, to terminate this Agreement, without damage, penalty, cost or expense
to Customer of any kind whatsoever. Such termination shall be effective as of the end of the then-current fiscal year
if Customer has funds for this Agreement for the remainder of the fiscal year; in all other circumstances, the
termination shall be effective as of the end of the sixty day notice period.Customer shall have the sole right to
determine whether funds are available for the payments or performances due under this Agreement. It is understood
that this Agreement will be funded as priority.

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. The
parties expressly agree that under no circumstances shall either party be obligated to pay an attorney’s fee,
prevailing judgment, interest, or the cost of legal action to the other party unless so ordered by the Court. Further, nothing in
this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

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.

15. **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 in this Agreement.

16. **Third Party Action Notification:** OptumInsight shall notify Customer in writing within five (5)
business days of OptumInsight 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
OptumInsight or Customer by any entity that may result in litigation related in any way to this Agreement and/or
which may affect OptumInsight’s performance under this Agreement. Failure of OptumInsight to provide such
written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole
discretion, pursue its rights as set forth in the Termination Section herein and any other rights and remedies it may
have at law or in equity.

17. **Authority to Contract:** OptumInsight 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.

18. **Record Retention & Access to Records:** OptumInsight shall establish and maintain financial
records, supporting documents, statistical records and such other records as may be necessary to reflect its
performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit
Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this
Agreement and to any of OptumInsight’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 OptumInsight’s
office as applicable where such records are kept during normal business hours. All records relating to this Agreement
Exhibit 2

shall be retained by OptumInsight 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.

19. Compliance With Laws: Customer is an equal opportunity employer. Customer does business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act, as amended. During the performance of this Agreement with Customer, OptumInsight agrees to be bound by provisions of Civil Rights Act of 1964 as amended and the Rehabilitation Act of 1973 as amended and the Veterans Readjustment Act of 1972 as amended. Further, as part of Customer’s overall Compliance Program, OptumInsight shall establish procedures and insure adherence for its employees to all applicable state and federal statutes including but not limited to, the Stark I, 42 USC §411, and Stark II, 42 USC §1395, bans on self referrals, the False Claims Act, 31 USC §3729, anti-kickback statutes, 42 USC §415, HIPAA, the Medicare carrier manual, Medicare and Medicaid statutes and regulations, and the Balanced Budget Act.

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

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

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

23. Compliance with Enterprise Security Policy: The parties understand and agree that all Services provided by OptumInsight under this Agreement must be and remain in compliance with the State of Mississippi’s Enterprise Security Policy reviewed and agreed upon by OptumInsight. 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 parties understand and agree that Customer is responsible for maintaining compliance with the State of Mississippi’s Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Agreement and require OptumInsight to comply with same. If OptumInsight is unable or unwilling to comply with the new policy, the parties agree to enter into discussions in an attempt to reach an amicable resolution. In the event a mutual agreement is not reached, both OptumInsight and Customer shall be released from their obligations under this Agreement.

24. Statutory Authority: By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer’s or OptumInsight’s contractual obligations, financial or otherwise, contained within this Agreement.
25. **Change Order Rate and Procedure:**

25.1 It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by OptumInsight except by mutual agreement of the parties.

25.2 OptumInsight shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor OptumInsight shall be obligated to execute such a change order; and if no such change order is executed, OptumInsight shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

25.3 With respect to any change orders issued in accordance with this Article, OptumInsight shall be compensated for work performed under a change order according to the hourly change order rate specified in its proposal or as otherwise mutually agreed upon by the parties. If there is a service that is not defined in the change order rate, OptumInsight and the State will negotiate the rate. OptumInsight agrees that this change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by OptumInsight in the performance of the change order. OptumInsight shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement.

25.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by OptumInsight to complete the work required by that change order. The project work plan will be revised as necessary.

25.5 OptumInsight will include in the progress reports delivered under this Agreement, the status of work performed under all then current change orders.

25.6 In the event OptumInsight and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, OptumInsight shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

25.7 The Customer shall promptly review all revised project work plans submitted under this Agreement, and shall notify OptumInsight of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from OptumInsight. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.
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

By: [Signature]

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 5/31/12

Optuminsight, Inc.

By: [Signature]

Printed Name: [Signature]
Title: [Signature]
Date: 5/31/12
EXHIBIT A
NETWERKES CLEARINGHOUSE SERVICES
PRODUCT SCHEDULE

OptumInsight and Customer have entered into this Product Schedule as of the Effective Date. This Schedule is incorporated into and made a part of the attached Agreement between OptumInsight and Customer ("End User"). The obligations under this Schedule may be performed by OptumInsight's wholly owned subsidiary Netwerkes, LLC and any references to "OptumInsight" in this Schedule shall include Netwerkes, LLC. The parties agree as follows.

Capitalized Terms: Capitalized terms used in this Schedule and not otherwise defined herein shall have the meanings set forth in the attached Agreement, which definitions are incorporated herein by reference.

I. Electronic Claim Submission Systems. OptumInsight will provide to Customer the services of an electronic system (the "System") that enables health care professionals to submit insurance transactions electronically (the "Services", which are included in the definition of "Services" in the Agreement).

A. Services. The Services enable the exchange of the following healthcare transactions (the "Transactions"): HIPAA transaction code sets for electronic claims (837p, 837i and 837d); eligibility (270 and 271); electronic claim tracking and status (276 and 277); electronic remittance advice (835); referrals and authorizations (278), and all appropriate 997 acknowledgements. The Services will capture and forward health care claims electronically to insurance payers by use of telephone lines or the Internet.

B. Specifications for the Services. OptumInsight will submit the claims within three (3) business days and in a format acceptable to the insurance payer. OptumInsight shall not be responsible for the accuracy of data received from Customer or any data forwarded to the insurance payer. It is not the responsibility of OptumInsight to check the accuracy of any claims submitted or to settle any disputes concerning claims submitted.

C. Telephone Support. OptumInsight will provide general support during normal business hours from 7:00 AM to 4:00 PM Central Time, Monday through Friday. OptumInsight's response time to Customer calls will vary, depending on the nature of the call. Notwithstanding the preceding, OptumInsight will use its best efforts to respond to Customer within four (4) hours during normal business hours when the support issue pertains to Customer's inability to submit claims.

II. Customer Responsibilities.

A. Use of Services. Customer will use the Services only for legitimate, legal Transactions, and only as permitted in this Schedule and in the Documentation OptumInsight delivers to Customer. Customer shall use the Services for Customer's use only, to transmit and receive information on behalf of Customer only. Customer is not authorized to sublicense, loan, or otherwise distribute the System to anyone without the prior written consent of OptumInsight.

B. Customer's Role. Customer will obtain and maintain its own connection to the Internet and the capabilities of an Internet browser. Customer agrees to execute the applicable OptumInsight enrollment forms on the Netwerkes web site or provided during the implementation process. Customer shall not make any representations or warranties to any other person or entity with respect to OptumInsight' Services, which are inconsistent with the representations or warranties provided by OptumInsight hereunder.

C. Accuracy. Customer shall have the sole obligation for the accuracy of the claims and any other information submitted to OptumInsight. Customer solely will be responsible for the consequences of the submission of such claims to the insurance payer.

III. Fees and Payment. Customer shall pay OptumInsight the amounts set forth in Exhibit D.

IV. Term and Termination.

Page 15 of 35
OptumInsight-UMMC-39789-1150&1151-May2012-Master Services & License Agreement
A. **Term.** This Schedule is effective as of the Effective Date, and continues for five (5) years from the Effective Date, unless earlier terminated pursuant to this Schedule or pursuant to the Agreement.

B. **Early Termination.** Customer may terminate this Schedule without penalty upon thirty (30) days prior written notice in the event OptumInsight cannot accept the industry standards required claim format and coding format as deemed by CMS for the Software and Data Products, by the time they become required for reimbursement.

C. **Return of Data Upon Termination.** Upon expiration or earlier termination of this Schedule, OptumInsight agrees that Customer may elect to have OptumInsight migrate any collected data in their possession relating to this Schedule to a Customer computer at no cost to Customer, or for OptumInsight to provide the data to Customer in another form which is acceptable to Customer at no cost to Customer.

V. **Modifications to Agreement.** The parties agree that for the purpose of this Schedule only, Section 23 of the attached Master Services and License Agreement shall not apply.
EXHIBIT B
CLAIMSMANAGER FACILITY SERVICES AND CUSTOM DATA FOR USE WITH EPIC SYSTEMS
PRODUCT SCHEDULE

OptumInsight and Customer have entered into this Product Schedule as of the Effective Date. This Schedule is incorporated into and made a part of the attached Agreement between OptumInsight and Customer ("End User"). The obligations under this Schedule may be performed by OptumInsight's wholly owned subsidiaries Netwerkes, Inc. or Electronic Network Systems, Inc. (ENS) and any references to "OptumInsight" in this Schedule shall include Netwerkes, Inc. and Electronic Network Systems, Inc. The parties agree as follows.

Capitalized Terms: Capitalized terms used in this Schedule and not otherwise defined herein shall have the meanings set forth in the attached Agreement, which definitions are incorporated herein by reference.

I. ClaimsManager Facility Services

A. Definition of Services. OptumInsight shall provide the following services to Customer (which are included in the definition of "Services" in the Agreement):

☑ ClaimsManager Facility Module, as defined on Exhibit B-1. The ClaimsManager Facility software as a Service ("SaaS Services") facilitates analysis of claim coding and editing by identifying relationships among different facility medical coding systems and providing multiple edits to evaluate facility medical claims for appropriate coding relationships. The SaaS Services include access to CPT codes, ICD-9 codes, the HSS KnowledgeBase, the National Correct Coding Initiative ("NCCI"), the OCE (Outpatient Code Editor), NCD/LCD Part A (National/Local Coverage Decision) and the MCE (Medicare Code Editor) (all of which shall be deemed to be "Data" under the Agreement). The SaaS Services subscription includes a sublicense to use the CPT™ codes and the NCCI Data embedded in the SaaS Services, but only to the extent they are used with the SaaS Services.

☑ Local Coverage Decision ("LCD") Data License. A license to use the LCD table(s) specified below (which shall be deemed to be "Data" under the Agreement) is included in the SaaS Services. The LCD Data tables include selected published Medicare policies specific to a Medicare contractor and will be provided to Customer electronically as and when updates are made to relevant local policy.

LCD MEDICARE PART A TABLE
Number of Carriers: one (1)
List the required Carriers: Pinnacle Business Solutions, Inc. for the State of Mississippi

Customer acknowledges that the LCD table(s) is/are a tool that Customer may use solely in conjunction with the SaaS Services for purposes of editing claims based on local policy. Customer will use the LCD table(s) only in connection with the processing of Customer's own data for Customer's own customary business purposes and operations. Customer shall not use the LCD table(s) for the purpose of processing the data of or performing any services for any third party. Customer may not modify the LCD table(s) or create any derivative works based on the LCD table(s). Customer may not use the LCD table(s) to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer may not use the LCD table(s) as a substitute for
Customer’s own judgment in setting and determining Customer’s fee schedules and reimbursement levels.

☑ Epic Custom Data License. A license to Customer the databases marked below (all of which are deemed to be “Data” under the Agreement). Customer represents and warrants that Customer has a license to use CPT codes in connection with the Epic Systems applications.

OPTUMINSIGHT CUSTOM LCD FILE(S) FOR USE WITH EPIC SYSTEMS CORPORATION’S APPLICATION SYSTEMS
Name of Carrier(s) and/or Fiscal Intermediaries (FIs):  
- Pinnacle Business Solutions for the State of Mississippi

Circle Type
FI (Part A)

OPTUMINSIGHT CUSTOM CORRECT CODING INITIATIVE FILES FOR PHYSICIAN AND OUTPATIENT CODE EDITOR (CCE/OCCE)

B. Use of ClaimsManager Services. Customer may use the Services only in connection with processing Customer’s own data for Customer’s own customary business purposes and operations. Customer shall not use the SaaS Services for the purpose of processing the data of or performing any services for any third party. The SaaS Services may not be used to perform medical diagnostic functions, set treatment procedures, or substitute for the medical judgment of a physician or qualified health care provider.

C. Use of Epic Custom Data License. Customer’s right to use the Data is limited to the uses stated in this Schedule. Customer may use the Data only in conjunction with Epic Systems Corporation’s software application systems for edit checking and ABN processing with Medicare and commercial payers (the “Epic Systems”). Customer may grant access to the Data to others only to the same extent that the Customer has the right to grant access to the Epic Systems software, with which Customer is using the Data, under the Customer’s license agreement with Epic Systems Corporation.

D. Epic Custom Data Limitations on Use. Customer may not modify the Data or create any derivative works based on the Data. Customer may not use the Data to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer may not use the Data as a substitute for Customer’s own judgment in making any treatment, reimbursement, payment, diagnostic or other decisions. Customer shall not disclose any of the Data outside Customer’s entity, except as expressly permitted under this Schedule.

E. ClaimsManager Informational Tools. The Services are provided to Customer for informational purposes only. Customer acknowledges that the Services are tools that Customer may use in various ways in its business. Customer’s interpretation of the SaaS Services and Customer’s use of the Services to make business decisions, are solely and exclusively at the discretion of Customer. Customer shall not represent the Services in any way other than as expressed in this Schedule.

F. Epic Data Informational Tool. The Data is provided to Customer for informational purposes only. Customer acknowledges that the Data is a tool that Customer may use in various ways in its business. OptumInsight disclaims any endorsement, approval or recommendation of particular uses of the Data either in general or with respect to Customer’s operations. Any reliance upon, interpretation of and/or use of the Data by Customer is solely and exclusively at the discretion of Customer. Customer shall not represent the Data in any way other than as expressed in this Schedule.

II. Fees and Payment. Customer shall pay OptumInsight the amounts set forth in Exhibit D.
Exhibit 2

III. Epic Custom Data Delivery and Support

A. Delivery and Updates. Upon execution of the Agreement, OptumInsight shall deliver the Data and associated documentation to Customer electronically. After the initial delivery of the Data, the Data will be updated on a monthly basis (except for the Custom CCI/OCE Data, which is updated quarterly).

B. Telephone Support - Technical. Customer is entitled to OptumInsight’s standard technical telephone support for the Data, at no additional charge, during OptumInsight’s normal business/support hours. Technical telephone support consists primarily of answers to questions regarding installation, setup, Data structure, design, and update. This service may not be used for training purposes. Customer may obtain training from OptumInsight at OptumInsight’s then-current charges.

IV. Change Order Process. Each party acknowledges that changes in the scope of any Professional Services under this Schedule may occur, and that the price and/or milestone dates may be impacted. All requests to change project scope will use the following procedure. Either OptumInsight or Customer may initiate a change of scope request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule will be documented by OptumInsight on the change of scope request form. The “Date Reply Due” on the change of scope request form will contain the date Customer must respond to avoid uncontrolled impacts on the project plan. If the change of scope is approved by both parties, OptumInsight will revise the project plan and budget as needed and schedule the work to commence according to the revised project plan. The Customer’s signature on the change of scope request form will confirm formal approval of the request. OptumInsight will not commence work on the change request without approval.

V. Term and Termination.

A. Term. This Schedule is effective as of the Effective Date, and continues for five (5) years from the Effective Date, unless earlier terminated pursuant to this Schedule or pursuant to the Agreement.

B. Early Termination. Customer may terminate this Schedule without penalty upon thirty (30) days prior written notice in the event OptumInsight cannot accept the industry standards required claim format and coding format as deemed by CMS for the Software and Data Products, by the time they become required for reimbursement.

C. Return of Data Upon Termination. Upon expiration or earlier termination of this Schedule, OptumInsight agrees that Customer may elect to have OptumInsight migrate any collected data in their possession relating to this Schedule to a Customer computer at no cost to Customer, or for OptumInsight to provide the data to Customer in another form which is acceptable to Customer at no cost to Customer.

VI. Modifications to Agreement. The parties agree that for the purpose of this Schedule only, Section 2.3 of the Master Services and License Agreement shall not apply.
EXHIBIT B-1
CLAIMSMANAGER SaaS TERMS

1. Access.

1.1 Secure Access. OptumInsight will establish access for Customer, via an agreed upon secure method, to the SaaS Services, including Customer’s claim and patient updates, provider updates, and payment posting file updates (in the standard format provided by OptumInsight). For information that Customer submits through the SaaS Services prior to 6:00 p.m. Central Time on a business day, OptumInsight agrees to process the files and make them available via HTTPS prior to 6:00 a.m. Central Time the following business day. Customer shall implement and use appropriate administrative, physical and technical safeguards to prevent inappropriate use or disclosure of PHI in the course of using the SaaS Services.

1.2 Availability. OptumInsight will use its best efforts to provide access to the SaaS Services twenty-four (24) hours a day, seven (7) days a week, excluding scheduled maintenance periods, and will continuously and proactively monitor the SaaS Services and its related environment. The SaaS Services will be available ninety-seven and one-half percent (97.5%) of the total available time, as measured monthly, during any given month, excluding the scheduled maintenance periods.

2. Implementation and Training Services. OptumInsight shall provide Customer implementation and training services defined in the Implementation Scope of Services (the “ISOS”) and attached to this Schedule as Exhibit B-2. The ISOS will identify roles and responsibilities, project scope, deliverables, schedule, and assumptions, for the Services. Material changes, as determined by OptumInsight or Customer, in project scope, schedule or timeline, will require a Change Request Form and may result in a new or revised ISOS and associated fees.

3. Support Services. Implementation Professional Services will be finished and support services will begin upon the earlier of completion of the tasks in the ISOS or Customer’s first production use of the SaaS Services.

3.1 Customer Support Services. OptumInsight shall provide to Customer:

a. Help Desk. General support is provided during OptumInsight’s normal business hours from 8:00 AM to 6:00 PM Central Time, Monday through Friday. OptumInsight’s Customer Service Department will provide to Customer emergency access to OptumInsight’s technical personnel twenty-four (24) hours a day, seven (7) days a week. OptumInsight’s response time to Customer calls will vary, depending on the nature of the call. Notwithstanding the preceding, OptumInsight will use its best efforts to respond to Customer within four (4) hours during normal business hours when the support issue pertains to Customer’s inability to submit claims.

b. Product Incidents. Customer may report incidents it is experiencing with the SaaS Services during normal business hours and, for any matter that Customer feels is an emergency situation, twenty-four (24) hours a day, seven (7) days a week. A product incident will be given a severity level (“Severity Level”) by OptumInsight at the time an incident is reported. The parties must mutually agree on whether a product incident is classified as a Severity Level I, II, or III error. The OptumInsight staff will make every effort to meet the following turn around time on product incidents:

i. Severity Level I - Prevents Customer from utilizing the SaaS Services in any significant way, and there is no work around solution. It is OptumInsight’s goal to resolve such an incident or reduce it to Severity Level II within 24 hours from the time it was reported.
ii. **Severity Level II** - Prevents Customer from using the SaaS Services appropriately although a temporary workaround solution has been found, or any incident that significantly increases the level of effort required to use the SaaS Services. It is OptumInsight's goal to resolve such an incident or reduce it to Severity Level III within two (2) business days or within a mutually agreed upon timeframe.

iii. **Severity Level III** - Any product incident that does not impact the ability or level of effort required to process bills, or any incompatibility discovered with another SaaS Services product that must be used in the same environment as OptumInsight's product(s). A Severity Level III incident will be included on OptumInsight's issues log ("Issues Log") as pending until it is scheduled to be included in a routine SaaS Services release. Once OptumInsight has determined the release or update that will include the solution, this information will be recorded on the Issues Log. The Issues Log is a list of Customer's calls that are currently outstanding. Customer may arrange for conference calls with OptumInsight's Client Services and R&D staff in order to discuss items on the Issues Log.

c. **Request for Information.** Requests for information regarding the SaaS Services, the CES Database or clinical questions and interpretation of regulatory guidelines can be made during OptumInsight's normal business hours. Such information requests can typically be answered the same day that the call is received, unless further research is required.

d. **Request for Services.** OptumInsight provides many services at an additional charge, including product training, on-site assistance in product installation, and claims coding support. Customer may schedule these services during OptumInsight's normal business hours. OptumInsight will make every effort to provide the service for the time period requested by Customer. Additional technical, training, and clinical service offerings may be purchased by Customer at OptumInsight's then-current rates. Each service offering will be identified as an addendum to this Schedule.

3.2 **Excluded Services.** Notwithstanding anything in the Agreement or this Schedule to the contrary, the following services are not provided hereunder and, if desired, must be contracted for on a time and materials basis: (a) training other than that included in the initial ISOS, (b) assistance or support for the SaaS Services if it is modified by any party other than OptumInsight, (c) assistance or support for any custom services, (d) any services required as a result of negligence or the willful misuse of the SaaS Services by Customer, (e) support services associated with the implementation of a New Release outside of normal OptumInsight business hours, and (f) creation of customized rules.

4. OptumInsight shall be responsible for the following:

A. All content provided by the Customer and collected by the Software shall remain the sole and exclusive property of the Customer. Upon the termination or expiration of the Agreement, OptumInsight shall, at OptumInsight's then current fees, provide such content in its possession to the Customer pursuant to a mutually agreed upon release schedule and mutually agreed data format.

B. Working with Customer to achieve access rates that meet Customer’s needs;

C. Providing security for the site that is agreeable to Customer with OptumInsight responsible for all necessary equipment and software related to security;

D. Completing daily backups of the site;

E. Notifying Customer at least seven (7) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption. When necessary, emergency maintenance may require the interruption of service with less than seven (7) business days notice;

F. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at OptumInsight's expense;

G. Participating with Customer in Customer’s disaster recovery planning and testing based on a mutually agreed upon schedule;
H. Maintaining the confidentiality of the data entered;
I. Providing redundant internet connections;
J. Providing Dual T1 or greater connectivity;
K. Providing FTP and remote configuration access;
L. Providing SSL secure server support;
M. Making available to Customer monthly reports containing line utilization, site availability statistics, network usage, security user access reports and system performance data to Customer, as needed to measure performance under Section 1.2 above, and other mutually agreed reports;
N. Maintaining sufficient bandwidth and server capacity to meet Customer’s demand as it may fluctuate and increase during the term of this Agreement, and
O. Ensuring that upon termination or expiration of this Agreement that transition of the site from OptumInsight to Customer or to a successor host will be accomplished at Customer’s expense.
EXHIBIT B-2

ClaimsManager Facility Implementation Scope of Services (ISOS')
Level 3

**SCOPE**

<table>
<thead>
<tr>
<th>In Scope</th>
<th>Responsibility</th>
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</thead>
<tbody>
<tr>
<td>Conduct 1 day, onsite project kickoff along with ClaimsManager product demo</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>ClaimsManager configuration requirements defined as follows:</td>
<td></td>
</tr>
<tr>
<td>- Enterprise – Multiple</td>
<td></td>
</tr>
<tr>
<td>- Rule sets – could be more than existing Commercial and Medicare rulesets</td>
<td></td>
</tr>
<tr>
<td>- System Flags – Customized based on Customer’s business needs</td>
<td></td>
</tr>
<tr>
<td>- Custom Rules – Moderate to heavy, 15 or more</td>
<td></td>
</tr>
<tr>
<td>- User setup – unlimited resources</td>
<td></td>
</tr>
<tr>
<td>ClaimsManager interface requirements</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>- Networks interface with ClaimsManager SaaS environment</td>
<td></td>
</tr>
<tr>
<td>Installation of the ClaimsManager software</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Deliver 2 days of onsite general product training and 3 days of onsite rules creation training</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Configuration of the ClaimsManager software per defined requirements in preparation for testing</td>
<td>Customer</td>
</tr>
<tr>
<td>OptumInsight to assist Customer with ClaimsManager configurations for up to 50 hours</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Up to 3 cycles of acceptance testing of product functionality and integration to insure accuracy</td>
<td>Customer</td>
</tr>
<tr>
<td>Deployment in production of the ClaimsManager software within 18 weeks of project start date</td>
<td>Customer</td>
</tr>
<tr>
<td>Transition to OptumInsight support 3-4 weeks after ClaimsManager software is deployed in production</td>
<td>Customer / OptumInsight</td>
</tr>
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**ROLES & RESPONSIBILITIES**

**Customer**

<table>
<thead>
<tr>
<th>Role</th>
<th>Key Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Executive Sponsor / Business Owner</strong></td>
<td>* Reviewing project status frequently and monitoring progress&lt;br&gt;* Provides high level direction and issue resolution to the project team (the executive sponsor is the escalation point for the project managers)&lt;br&gt;* Approves project change requests</td>
</tr>
</tbody>
</table>
### Exhibit 2

<table>
<thead>
<tr>
<th>Role</th>
<th>Key Responsibilities</th>
</tr>
</thead>
</table>
| Claims Processing / Reimbursement Policy       | * Identify claims processing requirements based on knowledge of current claims submission process  
* Knowledge of coding guidelines  
* Identify reimbursement policy requirements  
* Review of test results for accuracy and acceptance |
| Subject Matter Expert(s)                       | * Installing, testing, and maintaining the interface between the host system and ClaimsManager.  
* Converting host practice management system claims data to required formats for loading into ClaimsManager, if necessary |
| Technical Resources                            | * Creating the test plan, claim scenarios or test cases in the host system that will be used to conduct round-trip testing between the host system and Transaction Manager  
* Executing all claim scenarios or test cases  
* Validating that the integrated system conforms to requirements and is ready for productive use |
| Quality Assurance Resources                    |                                                                                                                                                                                                                      |

**OptumInsight**

<table>
<thead>
<tr>
<th>Role</th>
<th>Key Responsibilities</th>
</tr>
</thead>
</table>
| Executive Sponsor/Business Owner | * Manages the Customer relationship at the senior management levels  
* Is the escalation point for Customer and the OptumInsight Project Managers  
* Has signoff authority on project change requests |
| Project Manager          | * Leads OptumInsight project team and drives successful and timely completion of OptumInsight’s project commitments  
* Participates in definition of product specifications and project scope  
* Primary contact for OptumInsight’s project team  
* Preparation and follow up from weekly status meetings (agendas, project plan revisions, issues log, weekly status reports) |
| Product Consultant       | * Detailed knowledge regarding ClaimsManager editing capabilities and functionality  
* Assists with the completion of the Configuration Workbook and Custom Rule requirements  
* Creates Configuration Design Process Flows  
* Assists with troubleshooting ClaimsManager editing results from testing cycles |
| Trainer                  | * Provides the onsite general application and custom rules creation training sessions |
| Technical Consultant     | * Setup hardware environments and installation of the ClaimsManager application and technical configuration  
* Assists issue resolution as part of testing |

**Deliverables**

Listed below are the deliverables and primary owners for these services:
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Phase</th>
<th>Acceptance Criteria</th>
<th>Primary Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kickoff Meeting</td>
<td>Scope</td>
<td>Kick off project, product demo, review of ISOS and project plan</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Communications Plan</td>
<td>Scope</td>
<td>Provides contact information of team members and the plan for communication process</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Project Plan</td>
<td>Scope</td>
<td>Identifies the specific tasks, phases, milestones and due dates required to produce the deliverables according to a realistic schedule</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Setup Remote Connectivity</td>
<td>Design</td>
<td>OptumInsight resources are able to connect to environments remotely</td>
<td>Customer</td>
</tr>
<tr>
<td>Interface Specification Information</td>
<td>Design</td>
<td>Review documentation regarding how claims data and edit results will be sent to and from ClaimsManager</td>
<td>Interface Vendor / OptumInsight</td>
</tr>
<tr>
<td>Configuration Workbook Completed</td>
<td>Design</td>
<td>Initial configuration requirements defined</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Access to the OptumInsight Website</td>
<td>Design</td>
<td>Access to OptumInsight website for Knowledge Base updates, release information.</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Hardware Procured and Available for ClaimsManager</td>
<td>Build</td>
<td>Hardware procured based upon OptumInsight recommendations and available for ClaimsManager installation</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Environments Created</td>
<td>Build</td>
<td>Host systems installed and available for ClaimsManager application</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>ClaimsManager Installed</td>
<td>Build</td>
<td>Installed and a validation test is performed to ensure the install was successful</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Application Configuration Completed for Testing</td>
<td>Build</td>
<td>ClaimsManager application is fully configured. OptumInsight has 50 hours to assist Customer with this task</td>
<td>Customer/OptumInsight</td>
</tr>
<tr>
<td>General ClaimsManager Training</td>
<td>Train</td>
<td>2 days of general ClaimsManager training are delivered onsite</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Custom Rules Creation Training</td>
<td>Train</td>
<td>3 days of custom rules training are delivered onsite</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Test Plan</td>
<td>Test</td>
<td>A test plan that identifies the phases, participants, objectives, methods, and owners for all testing scenarios</td>
<td>Customer</td>
</tr>
<tr>
<td>System Testing</td>
<td>Test</td>
<td>Up to 3 cycles of testing are completed for ClaimsManager functionality and integration.</td>
<td>Customer/OptumInsight</td>
</tr>
<tr>
<td>Promotion to Productive Use</td>
<td>Deploy</td>
<td>The tested system is successfully deployed into production approximately 18 weeks after project start date</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Support Overview</td>
<td>Deploy</td>
<td>Review support processes (clinical &amp; technical), engagement model, issue escalation criteria</td>
<td>OptumInsight</td>
</tr>
</tbody>
</table>
### Transition to Support Project Plan Maintenance Issues Log Weekly and Monthly Status Report

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deploy</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Project Leadership</td>
<td>Updates project plan as necessary throughout the implementation process</td>
</tr>
<tr>
<td>Project Leadership</td>
<td>Captures all issues, priority, and resolutions for the project and is reviewed and updated on a weekly basis.</td>
</tr>
<tr>
<td>Project Leadership</td>
<td>Specifies project health, tasks, and risks.</td>
</tr>
</tbody>
</table>

### Implementation Phases
The project phases, approximate timeframe and their descriptions are outlined in the following table.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Approx Timeline</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 - Scope</td>
<td>3 to 4 weeks</td>
<td>Validates software environment, establishes remote connectivity, reviews ClaimsManager configuration, and reviews interface documentation.</td>
</tr>
<tr>
<td>Phase 2 - Design</td>
<td>3 to 4 weeks</td>
<td>Hardware available, installs and unit tests ClaimsManager application, installs and unit tests interface, completes ClaimsManager configuration in preparation for testing, loads optional files.</td>
</tr>
<tr>
<td>Phase 3 - Build</td>
<td>4 to 5 weeks</td>
<td>Creates test plan, executes multiple test cycles.</td>
</tr>
<tr>
<td>Phase 4 - Testing</td>
<td>5 to 6 weeks</td>
<td>General Application training, Rules Creation training.</td>
</tr>
<tr>
<td>Phase 5 - Training</td>
<td>1 week</td>
<td>Move into productive use of the product, monitor production activities.</td>
</tr>
<tr>
<td>Phase 6 - Deployment</td>
<td>3 to 4 weeks</td>
<td>Transition to Support.</td>
</tr>
</tbody>
</table>

Note: Activities within implementation phases will be occurring in parallel.

### Assumptions
The following assumptions and constraints have been identified and agreed to by both OptumInsight and Customer. If any of these assumptions prove to be incorrect or no longer accurate and result in more resources being required of OptumInsight, the parties will agree on appropriate changes to this ISOS and potential resulting fees.
<table>
<thead>
<tr>
<th>Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard ClaimsManager implementation support provided by OptumInsight does not include additional facilities or systems not defined in the Product Schedule, interface programming, working on other OptumInsight product offerings, or software modifications to the ClaimsManager application. These services may be available as additional service offerings.</td>
</tr>
<tr>
<td>Major upgrades to the host practice management system will not be occurring concurrent with the implementation of ClaimsManager.</td>
</tr>
<tr>
<td>Customer will be responsible for ensuring that practice management system data is correct. Any cleansing or reformatting of such data shall be the responsibility of the Customer.</td>
</tr>
<tr>
<td>When providing onsite implementation and training services, Customer will be responsible for coordinating the facilities.</td>
</tr>
<tr>
<td>Customer will reimburse OptumInsight team members for travel and out-of-pocket expenses to support onsite services.</td>
</tr>
<tr>
<td>Customer will be responsible for the initial customization during training and the ongoing maintenance and customization of ClaimsManager post training.</td>
</tr>
<tr>
<td>Configuration of ClaimsManager to prepare for testing will be performed jointly by Customer and OptumInsight. OptumInsight will provide up to 50 hours of configuration services to assist with this activity. Once 50 hours have been exhausted, Customer may contract for an additional block of hours under the Change Order process or take over all remaining configuration activities to complete the implementation project.</td>
</tr>
<tr>
<td>Customer training participants will have the basic computer skills required to effectively operate a personal computer.</td>
</tr>
<tr>
<td>Training participants will have an appropriate knowledge of CPT™ and ICD coding, or coding and reimbursement.</td>
</tr>
<tr>
<td>Business processes may need to change to receive the full ROI potential. Customer assumes full responsibility for implementing these changes.</td>
</tr>
<tr>
<td>Sufficient access to Customer resources as necessary to accomplish major milestones during the implementation of ClaimsManager.</td>
</tr>
<tr>
<td>Customer has deliverables that are dependencies for OptumInsight resources to meet their timelines and deliverables. Delays or issues with these deliverables may have an impact on the fees included in this Schedule.</td>
</tr>
<tr>
<td>Project timeline will be approximately 18 weeks from project start date.</td>
</tr>
</tbody>
</table>
EXHIBIT C
BUSINESS ASSOCIATE ADDENDUM

This OptumInsight Business Associate Addendum ("BAA") is incorporated into and made part of the attached Agreement by and between OptumInsight and Customer. The parties agree as follows:

1. DEFINITIONS

1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined in this BAA or in the Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and the American Recovery and Reinvestment Act of 2009 ("ARRA") (as defined below), as each is amended from time to time. Capitalized terms used in this BAA that are not otherwise defined in this BAA and that are defined in the Agreement shall have the respective meanings assigned to them in the Agreement. To the extent a term is defined both in the Agreement and in this BAA, HIPAA or ARRA, the definition in this BAA, HIPAA or ARRA shall govern.

1.2 "ARRA" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954. Any and all references in this BAA to sections of ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.

1.3 "Breach" shall mean the acquisition, access, use or disclosure of protected health information ("PHI") in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

1.4 "Compliance Date" shall mean, in each case, the date by which compliance is required under the referenced provision of ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the effective date of this BAA, the Compliance Date shall mean that effective date of this BAA.

1.5 "ePHI" shall mean PHI that is transmitted or maintained in electronic media.

1.6 "Services", as used in this BAA only, shall mean the services provided by OptumInsight to Customer under the Agreement, to the extent and only to the extent they involve the creation, use or disclosure of PHI, including those Services set forth in this BAA in Sections 4.3 through 4.7, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE. With regard to its use and/or disclosure of PHI, OptumInsight agrees to:

2.1 use and/or disclose PHI only as necessary to provide the Services, as permitted or required by this BAA, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), or as otherwise Required by Law.

2.2 implement and use appropriate administrative, physical and technical safeguards to (a) prevent use or disclosure of PHI other than as permitted or required by this BAA; (b) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that OptumInsight creates, receives, maintains, or transmits on behalf of Customer; and (c) as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308 [administrative safeguards], 164.310 [physical safeguards], 164.312 [technical safeguards], and 164.316 [policies and procedures].
2.3 Without unreasonable delay and within five (5) business days, report to Customer (a) any use or disclosure of PHI not provided for by this BAA of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(i)(C); and/or (b) any Security Incident of which OptumInsight becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C).

2.4 With respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by OptumInsight’s failure to comply with one or more of its obligations under this BAA, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, OptumInsight shall provide Customer with written notification that includes a description of the Breach, a list of Individuals (unless Customer is a plan sponsor ineligible to receive PHI) and a copy of the template notification letter to be sent to Individuals (if applicable). OptumInsight will work with UMMC legal counsel and UMMC office of Compliance to determine when such an incident is a Breach and for providing all legally required notification to Individuals, HHS and/or the media, on behalf of Customer. Notifications shall be provided in accordance with the data breach notification requirements set forth in 12 U.S.C.17932 and 45 C.F.R. Parts 160 and 164 subparts A, D and E as of their respective Compliance Dates. OptumInsight shall pay for the reasonable and actual costs associated with such notifications.

2.5 Require all of its subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to OptumInsight, including but not limited to the extent that OptumInsight provides ePHI to a subcontractor or agent, it shall require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this BAA, and OptumInsight shall identify all such agents and subcontractors to Customer.

2.6 Make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Customer’s compliance with the Privacy Rule.

2.7 Make available the information required to provide an accounting of disclosure in accordance with 45 C.F.R. §164.528. Such an accounting shall provide: (i) the date of each disclosure; (ii) the name and address of the organization or person to whom the Protected Health Information was disclosed; (iii) a brief description of the information disclosed; and (iv) disclosures, other than those made at the request of the Individual, the purpose for which the information was disclosed or a copy of the request or authorization for disclosure. OptumInsight will provide the above accounting to Customer as promptly as possible, but in any event no later than thirty (30) days after Customer’s request therefore.

2.8 Notwithstanding Section 2.7, in the event that OptumInsight uses or maintains an Electronic Health Record of PHI of or about an Individual in connection with the Services, then OptumInsight shall when and as directed by Customer make an accounting of disclosures of PHI directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. 17935(c), as of its Compliance Date.

2.9 Provide access to Customer, within thirty (30) days after receiving a written request from Customer, to PHI in a Designated Record Set about an Individual, sufficient to allow Customer to provide access to such Individual to his or her PHI, in compliance with the requirements of 45 C.F.R. § 164.524.

2.10 Notwithstanding Section 2.9, in the event that OptumInsight uses or maintains an Electronic Health Record of PHI of or about an Individual in connection with the Services, then OptumInsight shall provide to Customer an electronic copy of the PHI within thirty (30) days, sufficient to allow Customer to comply with 42 U.S.C. § 17935(e) as of its Compliance Date.
2.11 to the extent that the PHI in OptumInsight’s possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Customer, PHI for amendment and incorporate any amendments to the PHI as directed by Customer, all in accordance with 45 C.F.R. § 164.526.

2.12 request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided, that OptumInsight shall comply with 42 U.S.C. § 17935(b) as of its Compliance Date.

2.13 not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d) as of its Compliance Date.

2.14 not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.

2.15 not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

3. RESPONSIBILITIES OF COVERED ENTITY. In addition to any other obligations set forth in the Agreement, including this BAA, Customer:

3.1 shall identify which of the records it furnishes to OptumInsight it considers to be PHI for purposes of this BAA.

3.2 shall provide to OptumInsight only the minimum PHI necessary to accomplish the Services.

3.3 in the event that the Customer honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Customer in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Customer agrees not to provide OptumInsight any PHI that is subject to any of those restrictions or limitations to the extent any may limit OptumInsight’s ability to use and/or disclose PHI as permitted or required under this BAA unless Customer notifies OptumInsight of the restriction or limitation and OptumInsight agrees in writing to honor the restriction or limitation. In addition, should such limitations or revisions materially increase OptumInsight’s cost of providing services under the Agreement, including this BAA, Customer shall reimburse OptumInsight for such increase in cost.

3.4 shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to OptumInsight pursuant to the Agreement, including this BAA, in accordance with the standards and requirements of HIPAA, until such PHI is received by OptumInsight.

3.5 shall obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior to furnishing OptumInsight the PHI.

4. PERMITTED USES AND DISCLOSURES OF PHI. Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA, OptumInsight may:

4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Customer.

4.2 use and disclose to third parties the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of OptumInsight, provided that any third party agreement respecting the use or disclosure of PHI requires the same degree of protection as required under this BAA.
party to which OptumInsight discloses PHI for those purposes provides written assurances in advance that: (a) the information will be held confidentially and used or further disclosed only as Required by Law; (b) the information will be used only for the purpose for which it was disclosed to the third party; and (c) the third party promptly will notify OptumInsight of any instances of which it becomes aware in which the confidentiality of the information has been breached;

4.3 De-identify any and all PHI received or created by OptumInsight under this BAA, which De-identified information shall not be subject to this BAA and may be used and disclosed on OptumInsight's own behalf, all in accordance with the De-identification requirements of the Privacy Rule;

4.4 provide Data Aggregation services relating to the Health Care Operations of Customer in accordance with the Privacy Rule.

4.5 use and disclose the Limited Data Sets ("LDS") solely for Research or Public Health purposes; provided that, OptumInsight shall (a) not use or further disclose the information other than as permitted by this Section 4.5 or as otherwise Required by Law; (b) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Section 4.5; (c) report to Customer any use or disclosure of the information not provided for by this Section 4.5 of which OptumInsight becomes aware; (d) ensure that any agents, including a subcontractor, to whom OptumInsight provides the LDS agrees to the same restrictions and conditions that apply to OptumInsight with respect to such information; and (e) not identify the Individuals or contact the individuals in the LDS.

5. **TERMINATION AND COOPERATION**

5.1 Termination. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BAA, then the non-breaching party shall provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. The breaching party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching party within the specified time frame, or in the event the breach is reasonably incapable of cure, then the non-breaching party may: (a) if feasible, terminate the Agreement, including this BAA; or (b) if feasible, terminate the applicable Schedule(s) or Statement(s) of Work under which OptumInsight is receiving PHI from or on behalf of Customer and which are applicable to the breach or violation; or (c) if termination of the applicable Agreement, Schedule(s) or Statement(s) of Work under which Customer provides PHI to OptumInsight is infeasible, report the issue to HHS.

5.2 Effect of Termination or Expiration. Within sixty (60) days after the expiration or termination for any reason of the Agreement and/or this BAA, OptumInsight shall return or destroy all PHI, if feasible to do so, including all PHI in possession of OptumInsight's agents or subcontractors. In the event that OptumInsight determines that return or destruction of the PHI is not feasible, OptumInsight shall notify Customer in writing and may retain the PHI subject to this Section 5.2. Under any circumstances, OptumInsight shall extend any and all protections, limitations and restrictions contained in this BAA to OptumInsight's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.
6. **MISCELLANEOUS**

6.1 **Contradictory Terms: Construction of Terms.** Any provision of the Agreement that is directly contradictory to one or more terms of this BAA ("Contradictory Term") shall be superseded by the terms of this BAA to the extent and only to the extent of the contradiction, only for the purpose of Customer's and OptumInsight's compliance with HIPAA and ARRA, and only to the extent reasonably impossible to comply with both the Contradictory Term and the terms of this BAA. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Customer and OptumInsight with HIPAA and ARRA.

6.2 **Survival.** Sections 4.5, 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or this BAA.

6.3 **No Third Party Beneficiaries.** Nothing in this BAA or the Agreement shall confer any rights, remedies, obligations, or liabilities whatsoever upon any person other than the Parties and their respective successors or assigns, except as expressly named therein.
CONFIDENTIAL AND PROPRIETARY

EXHIBIT D
PRICING

1. **Implementation Fees.**

   1. **Initial Web-based Setup/Training Post Implementation for Netwerkes:** Three (3) hours included at no charge available over the course of the first 30 days based on Customer's 'go live' date.
   2. **Additional hours for Web-based sessions regarding Netwerkes:** $125.00/hour, or onsite training at $1,000.00 per day (1 day minimum), plus reasonable travel expenses which have been pre-approved by the Customer in writing.
   3. **ClaimsManager Implementation and Training Fees.** Customer shall pay $43,500 for Services to implement the Software as defined in the Implementation Scope of Services ("ISOS") in Exhibit B-2. OptumInsight shall invoice Customer for the full amount of the implementation, training and optional Services fees upon completion of those Services. If Customer or OptumInsight becomes aware of circumstances that are likely to result in a change in the scope of the project, the Change Request Process described in the Agreement will be initiated promptly. Any services outside of the scope stated in the ISOS will be billed to Customer at OptumInsight's then current rates.

2. **Service Fees.**

   1. **Per Transaction Fee.** Customer will pay OptumInsight a fee per electronic transaction for the Transactions. In addition, Customer will pay OptumInsight a fee per electronic transaction for new claims created through an automated process in OptumInsight’s System including, but not limited to, a mock 835 remittance advice for Accelerated Billing, the automated conversion of a UB Primary claim to a HCFA secondary claim, or the automated conversion of a HCFA Primary claim to a UB secondary claim. Customer will be charged such fees according to the fee schedule below, which cover the Netwerkes and the ClaimsManager transaction fees.

<table>
<thead>
<tr>
<th>Year</th>
<th>Per Transaction Fee</th>
<th>Minimum Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$0.300</td>
<td>$10,500.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$0.311</td>
<td>$10,868.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>$0.321</td>
<td>$11,242.00</td>
</tr>
<tr>
<td>Year 4</td>
<td>$0.333</td>
<td>$11,642.00</td>
</tr>
<tr>
<td>Year 5</td>
<td>$0.344</td>
<td>$12,049.00</td>
</tr>
</tbody>
</table>

3. **EPIC CUSTOM DATA FEES.** Customer shall pay to OptumInsight an annual license fee for the Data for each year of the initial term as set forth in the table below.

<table>
<thead>
<tr>
<th>Database</th>
<th>First Year Annual Fee</th>
<th>Second Year Annual Fee</th>
<th>Third Year Annual Fee</th>
<th>Fourth Year Annual Fee</th>
<th>Fifth Year Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer LCD files for Use with Epic System – Part A</td>
<td>$12,500.00</td>
<td>$12,938.00</td>
<td>$13,391.00</td>
<td>$13,860.00</td>
<td>$14,345.00</td>
</tr>
<tr>
<td>OptumInsight Custom Correct Coding Initiative (for Physician &amp; Outpatient Code Editor) (CCI/OCE)</td>
<td>$4,500.00</td>
<td>$4,658.00</td>
<td>$4,821.00</td>
<td>$4,990.00</td>
<td>$5,165.00</td>
</tr>
</tbody>
</table>

4. **Additional Fees:**
a. Referral and Authorizations. Customer will pay a fee of $0.50 per electronic transaction basis for the 278 Referral and Authorization standard transaction under the HIPAA Admin Requirements.

b. Claims:
Mailed Claims: $0.58 per claim (subject to United States Postal Service postage rate increases)

Additional pages: $0.20 per page
Note: Additional pages include multiple-page claims and the EOB for secondary and Accelerated Billing mailed claims.
Locally Printed: $0.25 per claim

c. Patient Statements: Provided upon Customer request. Customer will be charged fees that will be determined by the scope of the patient statement services. OptumInsight and Customer will execute an additional Pricing Schedule to add these services.

d. OCE Edits Fee (Optional): $20.00 per month per Tax ID

e. Reconnection Fee: $50.00

f. Custom Development Fees: $150.00 per hour

g. PROGRAMMING: Application enables Customer to designate ‘Super Users’ who will have the ability to create specific custom edits at no charge. Customer and or ‘Super Users’ can bestow the editing capability on an unlimited user basis. If Customer requests OptumInsight to create new provider specific custom edits or other custom programming beyond OptumInsight’s included industry update edits, additional Development fees as noted above will be charged on the next regularly scheduled monthly invoice after completion of edit request task. Customer will be provided with a not-to-exceed amount of charges in advance of the commencement of development. Should Customer terminate this Schedule prior to the conclusion of the current term, Customer shall pay OptumInsight for any such development as indicated on the Statement of Work, which has been completed by OptumInsight and accepted by Customer prior to the termination date.

5. Invoices. OptumInsight will invoice amounts due from Customer on the first day of the month for the preceding month and Customer shall pay all amounts due within forty-five (45) days from the receipt of invoice. OptumInsight shall submit invoices with the appropriate documentation to Customer monthly for any month in which Services are rendered. The first billing cycle, including monthly minimums, will begin upon the go live date which is determined upon completion of the initial web-based training and the successful processing and facilitation of health information on behalf of the Customer. OptumInsight shall provide Customer with written notification of Customer’s “go live” date.

6. Payments Due. If Customer fails to pay any undisputed invoice within 45 days after Customer’s receipt of the invoice, all work on the applicable Services may cease until payment in full is received, upon OptumInsight’s written notice to Customer. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law. Upon prior reasonable notice to Customer, OptumInsight shall have the right, at its sole expense, to inspect and audit Customer’s records relating to this Agreement, to confirm the calculation of fees due under this Agreement and Customer’s compliance with this Agreement. OptumInsight agrees to hold such records in confidence. Such audits shall occur during Customer’s usual business hours no more often than once per year, and shall be conducted with the least interruption to Customer’s normal business operations as feasible.

7. Fees for Additional Services. Upon request and if mutually agreed, OptumInsight will provide to Customer additional services, at OptumInsight’s then current fees. At the time that such requested additional services are identified, OptumInsight and Customer will mutually agree upon the services under a separate Scope of Services.
8. CUSTOMER BILLING ADDRESS
   504 Clinton Ctr Dr., Suite 4300
   Clinton, MS 39056
PROJECT NUMBER 40163
AMENDMENT #1 TO
MASTER SERVICES AND LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as “Amendment Number 1”) shall serve to amend the original Master Services and License Agreement executed on May 31, 2012 (hereinafter referred to as “Master Agreement”), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as “OptumInsight”), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as “UMMC”). ITS and Customer are sometimes collectively referred to herein as “State”.

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement:

Customer has a need for the additional software as specified in the RevenueCyclePro.com Product Schedule which is attached to this Amendment Number 1 and incorporated herein by reference, and OptumInsight agrees to provide such software pursuant to the terms of the Master Agreement and this Amendment Number 1 upon signature.
All other terms and conditions of the Agreement executed on May 31, 2012, 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

By: __________________________
   Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 10/13/12

OptumInsight, Inc.

By: __________________________
   Authorized Signature

Printed Name: Ed Blaum
Title: Pricing Director
Date: 10/10/12
OptumInsight, and UMMC have entered into this Product Schedule effective the date Amendment Number 1 is signed by all parties ("Effective Date"). This Schedule is incorporated into and made a part of the Master Agreement between OptumInsight and UMMC dated May 31, 2012. The parties agree as follows.

I. **License of RevenueCyclePro.com.**

A. **RevenueCyclePro.com:** OptumInsight grants UMMC the nonexclusive, nontransferable right to use the following RevenueCyclePro.com service: RevenueCyclePro.com with Coders’ Dictionary add-on (the “Services”, which is included in the definition of Services in the Agreement).

B. **Use of Services:** UMMC has the nonexclusive, nontransferable right to use the Services for its lawful business operations. UMMC acquires no rights to the Services or to the information and data accessed via the Services, except the right to use the information and data solely for UMMC’s business purposes, in accordance with this Schedule. UMMC shall have no right to allow any person or entity that is not an employee or consultant of UMMC to access the Services, directly or indirectly in any way.

C. **Number of Users:** The number of authorized “Users” of RevenueCyclePro.com at UMMC is as follows: a total of thirty-five (35) Users. If the number of Users increases, UMMC agrees to notify OptumInsight in writing within ten (10) days thereafter and pay additional license fees upon receipt of an acceptable invoice for any increase in the number of Users under this Schedule. Pursuant to OptumInsight’s agreement with the American Medical Association, a User is an individual employee or contractor of a Reseller customer who:

1. Accesses, uses, or manipulates Current Procedural Terminology (“CPT®”) coding contained in the Service; or
2. Accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Service even though CPT coding may not be visible or directly accessible; or
3. Makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

D. **User ID and Security:** OptumInsight shall provide UMMC with a User ID for each purchased user license to access the Services via the RevenueCyclePro.com website. UMMC agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each
Exhibit 2

purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to UMMC’s employees and consultants who have a need to access the Services and who agree to abide by the terms of this Schedule. It shall be the ongoing responsibility of UMMC to administer User ID(s) for anyone to whom UMMC has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by UMMC. All fees incurred by persons to whom UMMC has disclosed a User ID shall be UMMC’s sole responsibility.

E. **Delivery and Updates:** OptumInsight shall make each component of the Services available to UMMC as it becomes available for general release from OptumInsight, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by OptumInsight for the Services.

F. **Accuracy and Errors:** UMMC agrees that OptumInsight and its employees and agents shall not be held responsible or liable for any actions taken by UMMC, or any error, inaccuracy, or omission in any report or analysis UMMC prepares in connection with or through use of the Services. No later than thirty days from the date of UMMC’s receipt of access to the Services or any update of the Services, UMMC shall advise OptumInsight in writing of any known errors or suspected errors that may materially affect the Services.

II. **Technical Support:** Technical support is available Monday through Friday between 8:00 A.M. and 6:00 P.M. Central Time. During the time technical support is available, UMMC will have access to OptumInsight technical support through a toll-free number or through the respective sales representative. Technical support consists primarily of answers to questions relating to the use and access of the software and the repair of software “bugs.” Technical support is also available through email and the User-resources Web page.

III. **Fees and Payment:** OptumInsight shall invoice UMMC monthly in arrears for any month in which Services are provided, with said monthly fees being based on the annual fees set forth in the table below. UMMC shall thereafter remit payment in accordance with Article 3.2 of the Master Agreement.
Exhibit 2

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Annual Cost for</th>
<th>Number of Named User for Year</th>
<th>Monthly License Fee Per</th>
<th>Total Monthly License Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>$62,340.00</td>
<td>30</td>
<td>$2.50</td>
<td>$75.00</td>
</tr>
<tr>
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<tr>
<td>2</td>
<td>$62,173.00</td>
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<tr>
<td>1</td>
<td>$62,000.00</td>
<td>30</td>
<td>$2.50</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

**Total Year 3 Fee:**

$194,940.00

**Total Year 2 Fee:**

$192,000.00

**Total Year 1 Fee:**

$188,000.00

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The term of this Agreement shall begin on the Effective Date and shall continue for three (3) years.
PROJECT NUMBER 40834
AMENDMENT # 2 TO
MASTER SERVICES AND LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39769)

This document (hereinafter referred to as "Amendment Number 2") shall serve to amend the original Master Services and License Agreement executed on May 31, 2012 and amended on October 13, 2012 (hereinafter referred to as "Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as "Contractor"), 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 3771 Eastwood Drive, Jackson, Mississippi 39211-6381 (hereinafter referred to as "Customer").

NOW THEREFORE, ITS, Customer, and Contractor, by entering into this Amendment Number 2, mutually agree that the following provisions shall modify the aforementioned Agreement:

1) Customer has a need for the additional software as specified in the Product Schedules which is attached to this Amendment Number 2 and incorporated herein by reference, and Optum360, LLC, an affiliate of OptumInsight, Inc. agrees to provide such software pursuant to the terms of the Master Agreement and this Amendment Number 2 upon signature.

2) The following new Article 26 titled "Transparency" shall be and hereby is added to the Agreement and shall read as follows:

"In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, at 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 shall be posted to the State of Mississippi's accountability website at: https://www.transparency.mississippi.gov. Prior to Customer posting the Agreement to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by Customer."

Page 1 of 7

OptumInsight, Inc.-UMMC-40834-1150 & 1151-Amendment #2-Oct2013-Master Services and License
All other terms and conditions of the Agreement executed on May 31, 2012 and amended on October 13, 2012, 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

By: [Signature]
Authorized Signature

By: [Signature]
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 11/27/13

Printed Name: Ben Goodman
Title: CFO, Provider
Date: 11/26/13
PRODUCT SCHEDULE
ASCII FILES LICENSE

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule"), with an Effective Date of December 1, 2013. This Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer, dated May 31, 2012, (the "Agreement"), which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows:

I. Grant of License.

A. Files Licensed. Optum hereby grants to Customer a nonexclusive, nontransferable license to use the ASCII files (the "Files") identified below under the terms of this Schedule. The Files are included in the definition of "Data" in the Agreement. This Schedule includes a sublicense to use the Current Procedural Terminology ("CPT") codes embedded in the Files, if any.

<table>
<thead>
<tr>
<th>File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
</tr>
</tbody>
</table>

B. Use of Files. Customer has right to use the Files for its internal, lawful, business use, and as set forth on the profile form Customer will complete before data delivery. Customer agrees to hold the Files and the data contained therein, in strict confidence and agrees not to provide, disclose or otherwise make available any of such to any third party. Customer shall have no right to allow any person or entity that is not an employee, contractor, or consultant of Customer to access the Files, directly or indirectly in any way. Customer shall not publish, translate or transfer possession of the Files or create derivative works based on the Files. Customer shall not disclose, allow disclosure of, or sublicense the Files to any third party or allow any third party access to or use the Files, except as permitted by this Schedule or the Agreement. Customer shall not use the Files or CPT contained therein on any public computer based information system or public electronic bulletin board, including but not limited to the Internet. This provision shall survive the termination of this Schedule.

C. Number of Users. The number of concurrent users (individuals accessing the Files directly) of the Files is as set forth in Section II.A, below. Should these numbers increase, Customer agrees to notify Optum in writing within forty-five (45) days thereafter and pay additional license fees in order to include the additional Customer sites and users under this Schedule.

II. Fees and Payment Terms.

A. License Fees. For each year of this Schedule, Customer shall pay an annual license fee to Optum for use of the Files by the specified number of users, as set forth in the table below.
### YEAR 1 ANNUAL LICENSE FEES

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$13.50</td>
<td>5,000</td>
<td>$67,500</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

**Year 1 Total Annual License Fees:** $77,500

### YEAR 2 ANNUAL LICENSE FEES

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$14.00</td>
<td>5,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

**Year 2 Total Annual License Fees:** $80,000

### YEAR 3 ANNUAL LICENSE FEES

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
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<td>$72,500</td>
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<tr>
<td>HCPCS Dental Data File</td>
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<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

**Year 3 Total Annual License Fees:** $82,500

B. **Fees for Third Party Components.** The fees set forth above include fees for any third party-owned pieces of the Files, including, without limitation, CPT codes that may be embedded in the Files. Optum may increase the prices set forth above, to the extent that Optum’s vendors increase the price for the products to Optum. Optum shall, prior to imposing an increase, notify Customer of the effective date of the increase.

C. **Payment Terms.** For the first year of this Schedule, Optum shall invoice Customer for the annual license fees on the Effective Date. For each subsequent year of this Schedule, Optum shall invoice Customer for the annual license fees on each anniversary of the Effective Date. Customer agrees to pay Optum in accordance with Mississippi state law on timely payments for purchases by public bodies, which generally provides for payment within forty-five (45) days of the receipt of invoice.
III. **Accuracy and Errors.** Customer agrees that Optum and its licensors shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Files, or for any damage (including, but not limited to consequential damages) resulting from it. No later than thirty (30) days from the date of Customer’s receipt of access to the Files or any update of the Files, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Files.

IV. **Term and Termination.**

A. **Term.** This Schedule shall commence as of the Effective Date, and shall continue for the term of the Agreement, unless terminated earlier pursuant to this Schedule or pursuant to the Agreement.

B. **Effect of Termination.** Upon termination of this Schedule for any reason, Customer shall immediately: (i) discontinue all use of the Files and documentation, and remove the Files from all hard disks on all computers; (ii) return to Optum all copies of the Files and documentation within the possession or control of Customer; and (iii) provide to Optum written certification that (i) and (ii) have been accomplished.
PRODUCT SCHEDULE
ENCODERPRO.COM

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule"), with an Effective Date of December 1, 2013. This Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer, dated May 31, 2012, (the "Agreement"), which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows:

I. License of EncoderPro.com Expert.

A. EncoderPro.com Expert. Optum grants Customer the nonexclusive, nontransferable right to use the EncoderPro.com Expert coding information look up service (the "Services", which is included in the definition of Services in the Agreement). EncoderPro.com Expert is a coding tool that provides search options to guide the user to appropriate ICD-9, HCPCS and CPT codes in one search as well as referential content related to each code searched.

C. Use of Services. Customer has the nonexclusive, nontransferable right to use the Services for its internal, lawful, business use. Customer acquires no rights to the Services or to the information and data accessed via the Services, except the right to use the information and data solely for Customer's own internal business purposes, in accordance with this Schedule. Customer shall have no right to allow any person or entity that is not an employee or consultant of Customer to access the Services, directly or indirectly in any way.

D. Number of Users. The number of authorized "Users" of EncoderPro.com at Customer is as follows: a total of eighty-five (85) Users. If the number of Users increases, Customer agrees to notify Optum in writing within ten (10) days thereafter and pay additional license fees upon receipt of an acceptable invoice for any increase in the number of Users under this Schedule. Pursuant to Optum's agreement with the American Medical Association, a User is an individual employee or contractor of Customer who:

1. Accesses, uses, or manipulates Current Procedural Terminology ("CPT®") coding contained in the Service; or
2. Accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Service even though CPT coding may not be visible or directly accessible; or
3. Makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

E. User ID and Security. Optum shall provide Customer with a User ID for each purchased user license to access the Services via the EncoderPro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or
disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to Customer's employees who have a need to access the Services and who agree to abide by the terms of this Schedule. It shall be the ongoing responsibility of Customer to administer User ID(s) for anyone to whom Customer has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by Customer. All fees incurred by persons to whom Customer has disclosed a User ID shall be Customer's sole responsibility.

F. Delivery and Updates. Optum shall make each component of the Services available to Customer as it becomes available for general release from Optum, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by Optum for the Services.

G. Accuracy and Errors. Customer agrees that Optum and its employees and agents shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Services. No later than thirty days from the date of Customer’s receipt of access to the Services or any update of the Services, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Services.

II. Technical Support. Technical support is available Monday through Friday between 7:00 am and 5:00 pm Mountain time. During the time technical support is available, Customer will have access to Optum technical support through a toll-free number or through the respective sales representative. Technical support consists primarily of answers to questions relating to the use and access of the software and the repair of software "bugs." Technical support is also available through email and the User-resources Web page.

III. Fees and Payment. As of the Effective Date, Customer shall pay Optum the first year license fee specified below. For each subsequent year of this Schedule, Optum will invoice Customer for the applicable fee (assuming Customer’s number of licenses purchased for Users has not exceeded the number authorized above). The fee for any year after the first year of this Schedule is due on the anniversary of the Effective Date.

A. EncoderPro Fees

Year 1: 85 users @ $90.00 per user for a total of $7,650.00
Year 2: 85 users @ $250.00 per user for a total of $21,250.00

IV. Term and Termination. This Schedule shall commence as of the Effective Date, and shall continue for two (2) years thereafter.
PROJECT NUMBER 41068
AMENDMENT #3 TO
MASTER SERVICES AND LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as “Amendment Number 3”) shall serve to amend the original Master Services and License Agreement executed on May 31, 2012 and amended on October 13, 2012, and November 27, 2013 (hereinafter referred to as “Agreement”), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as “Contractor”), 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 3771 Eastwood Drive, Jackson, Mississippi 39211-6381 (hereinafter referred to as “Customer”).

NOW THEREFORE, ITS, Customer, and Contractor, by entering into this Amendment Number 3, mutually agree that the following provisions shall modify the aforementioned Agreement:

Exhibit B in the Agreement shall be and hereby is augmented by the new Exhibit B-3, which is attached to this Amendment Number 3 and incorporated herein by reference. All references in the Agreement to “Exhibit B” shall be and hereby are revised to be “Exhibit B, Exhibit B-1, Exhibit B-2, and Exhibit B-3.”

The Agreement shall be and hereby is amended to add the new Exhibit E, which is attached to this Amendment Number 3 and incorporated herein by reference.

Customer and Optum understand that the not-to-exceed spending limit for this Amendment 3 is $40,470.00.
All other terms and conditions of the Agreement executed on May 31, 2012 and amended on October 13, 2012, and November 27, 2013, 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

By: ____________________________
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 6/14/19

OptumInsight, Inc.

By: ____________________________
Authorized Signature

Printed Name: Scott T L11507
Title: Exec Dir
Date: 5/23/2019
EXHIBIT B-3
PRODUCT SCHEDULE
ADDITIONAL SERVICE OFFERINGS STATEMENT OF WORK

OptumInsight, Inc. ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule"). The parties understand and agree that the effective date of this Amendment Number 3 is the date it is signed by all parties. The Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer, dated May 31, 2012, and amended on October 15, 2012, and November 27, 2013 (the "Agreement"). The parties agree as follows.

I. Description of the Services: Optum will perform the following services for Customer under this Schedule (the "Services", which are included in the definition of Services in the Agreement):

Assist Customer with a ClaimsManager ("CM") version upgrade, going from version 4.7 to most current version on the production and test environments.

5 days onsite training and another 5 days additional onsite optional training post-implementation within 6 weeks of go-live.

II. In Scope / Out of Scope: For the Services that Optum will be performing, the following is considered In Scope and Out of Scope for this Schedule. Optum may provide requested out of scope services, at Optum’s then-current time and materials rates.

A. In Scope,
1. Create backup of production system, including Oracle database and CM binaries
2. Install and upgrade production CM instance from version 4.7 to most current version
3. Patch CM with all applicable hotfixes
4. Assist in creating connection with PM system
5. Troubleshooting any testing issues
6. Customer testing
7. Synchronize current copy of production database to test server on a mutually agreed upon schedule
8. Go-live on most current version of CM in production environment
9. 5 days onsite training with another 5 days optional onsite training post-implementation within 6 weeks of go-live

B. Out of Scope,
1. Services for another application or any other server except the CM production and test servers
2. Training for any other application or software
III. Deliverables: The following deliverables and primary owner for those deliverables will be provided:

A. (Owner: Optum)
1. Create backup of production system, including Oracle database and CM binaries
2. Install and upgrade production CM instance from version 4.7 to most current version
3. Patch CM with all applicable hotfixes
4. Assist in creating connection with PM system
5. Troubleshooting any testing issues
6. Post install configuration
7. Monitor go-live
8. Synchronize current copy of production database to test server
9. Deliver 5 days onsite training with another 5 days optional onsite training post-implementation within 6 weeks of go-live

B. (Owner: Customer)
1. Provide Optum resources with remote connectivity to servers
2. Install Windows Server 2008 R2 x64 on servers, as needed
3. Disable interface prior to upgrade
4. Test and validate upgrade with Optum resources
5. Go live on most current version CM
6. Confirmation of training topics and agenda along with any scenarios and examples to be discussed as part of training. This should be completed at least one (1) week in advance of training sessions

IV. Assumptions: The following assumptions and constraints have been identified and agreed to by both Optum and Customer. The timelines and price in this Schedule may change if any of these assumptions prove to be inaccurate.

A. All services will be performed remotely.
B. The upgrade will be performed during normal business hours, Monday – Friday 8:00 am to 5:00 pm CST, on test and production.
C. Customer will be responsible for ensuring that host practice management system data is correct. Any cleansing or reformatting of such data shall be the responsibility of the customer.
D. VPN access will be provided to both environments.
E. The upgrade will require the Customer’s production CM environment be down for up to ten (“10”) hours.
F. A stable, dedicated environment will be available to conduct training on CM.
G. Customer will be responsible for coordinating the facilities for the training sessions held at Customer’s site.
H. Customer’s training participants will have the basic computer skills required to effectively operate a personal computer.
I. Training participants will have an appropriate knowledge of CPT™ and ICD coding, or coding and reimbursement.
J. Each training session is subject to a maximum number of eight (8) attendees. Training sessions that exceed eight (8) attendees will require an additional instructor and additional billable costs.

K. The optional post-implementation training will be conducted within 6 weeks after go-live. If later, then a new SOW will be needed.

V. **Schedule:** The following is the estimated timeline for delivering this Service:

A. Services will be scheduled at a mutually agreeable timeframe for both parties. Services should begin no later than 90 days after this Schedule is executed and once started, will be delivered over a 6 to 8 week time period.

VI. **Services Fees and Payment Terms:** Customer will pay Optum the following fees to perform this Service:

A. **Fees:** The estimated number of hours and hourly rates to perform these Services are:

1. Technical Resource – 50 hours
   - $195.00 per hour during business hours
   - $390.00 per hour for afterhours and/or weekend hours

2. Product Consulting Resource – 25 hours
   - $155.00 per hour during business hours
   - $310.00 per hour for afterhours and/or weekend hours

3. Project Management Resource – 15 hours
   - $145.00 per hour during business hours
   - $290.00 per hour for afterhours and/or weekend hours

4. Trainer
   - **First onsite training session** – 5 days
     - $1500 per day during business hours
   - **Second onsite training session (optional)** – 5 days
     - $1500 per day during business hours

B. **Travel Reimbursement:** While performing this Service, Customer shall reimburse Optum for reasonable and necessary travel expenses as specified in Article 3.1 "Prices and Payment" of the Master Services and License Agreement. These costs have not been included in the estimated fee above.

   Estimate travel costs are listed below as maximums and prior approval must be received if any expenses plan to go over this amount:
   - First onsite training session – 5 days: $3,500.00 max for travel expenses; and
   - Second onsite training session (optional) – 5 days: $3,500.00 max for travel expenses.

C. **Actual Charges.** Optum will charge Customer for the Services described in this Schedule for Optum's actual time and materials expended, based on the rates set forth above. Optum has prepared the above cost estimates in good faith for Customer's
planning and budgeting purposes based upon the information available as of the date of this Schedule. Customer understands that delays caused in scheduling meetings, changes in the objectives or scope of the project, and/or new information acquired during the course of the project, may impact Optum's ability to deliver the Services within the estimate. If Customer or Optum becomes aware of circumstances that are likely to cause the cost estimate to be exceeded, the Change Request Process described below will be initiated promptly.

D. Payment. Customer agrees to pay Optum pursuant to Article 3.2 of the Agreement.

VII. Change Request Process. While the parties have endeavored to clarify the scope of the Services prior to executing this Schedule, both parties acknowledge that changes in scope may occur, and the price and/or milestone dates may be impacted. All requests to change project scope will use the following procedure:

A. Either Optum or Customer may initiate a change request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule will also be documented by Optum. The "Date Reply Due" on the change request form will contain the date Customer must respond to avoid uncontrolled impacts on the project plan.

B. If the change of scope is approved, the Optum will revise the project plan and budget as needed and schedule the work to commence according to the revised project plan.

C. The signatures of Customer and Optum on the change of scope request will confirm formal approval or rejection of the request. Optum will not commence work on the change request without approval.

VIII. Term and Termination: By signing below, this Schedule is effective as of the Effective Date and shall continue until completion of the Services, unless earlier terminated pursuant to the Agreement.
EXHIBIT E

OPTUM
TRANSACTION TESTING CLASSIC PRODUCT SCHEDULE

OptumInsight, Inc. ("Optum") and Mississippi Department of Information Technology Services, as contracting agent for the University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule"), with an effective date of June 9, 2014. This Schedule is incorporated into and made a part of the Master Services and License Agreement between Optum and Customer, dated May 31, 2012 (the "Agreement"). The parties agree as follows.

I. License to Customer. Subject to the terms of this Agreement, Optum grants to Customer a limited, non-exclusive, terminable license (the "License") to use the Transaction Testing Classic service internally to test, certify and validate production electronic health care transactions for HIPAA Transaction Set compliance. This service is included in the definition of "Services" in the Agreement. This License covers only the Transaction Testing Classic service. Customer may submit only files less than fifty (50) megabytes in size to Transaction Testing Classic with an aggregate monthly file volume less than two hundred (200) megabytes. For submission of larger files and/or larger aggregate monthly file volume, Customer shall contact Optum.

A. Transaction Testing Classic Service. Customer may use the Transaction Testing Classic Service to analyze both test and production HIPAA Standard Transactions ("Standard Transactions") each month of the term of this Schedule. Using standards, guides, and interpretations ("Edit Rules"), the Transaction Testing Classic Service analyzes each file submitted for analysis by Customer (a "Submitted Transaction"). As appropriate, the Transaction Testing Classic analysis may include Standard Transaction syntax; Standard Transaction data content; Standard Transaction code set validity; HIPAA Implementation Guide requirements for Standard Transactions; and Standard Transaction functionality. If Customer's Submitted Transactions meet or exceed the Edit Rules, the Transaction Testing Classic Service shall certify those Standard Transactions as meeting the Edit Rules as of the date of certification. Customers that have obtained certification are referred to as "Optum Transaction Testing Certified Customers," but only with respect to the details and limitations specified in the Optum Transaction Testing Certification published in the Directory (as defined below) and in this Schedule.

B. No Certification Available. Optum may test, but does not furnish Optum Transaction Testing Certification, for health care payer or clearinghouse business rules or Companion Guides. "Companion Guides" are subsets of the Standard Transactions in payer-specific documents. Optum Transaction Testing Certification does not apply to Customer's software or system(s). Optum Transaction Testing Certification does not extend to Covered Entities other than the one(s) that are represented in the Submitted Transactions, even if other Covered Entities use the same software or system(s). A "Covered Entity" is an individual health care provider, clearinghouse or health plan EDI system with a unique identity that generates Submitted Transactions.

II. Certification Directory. Optum shall maintain an online directory (the "Directory") of Optum Transaction Testing Customers, listing customers, their Covered Entities, each of their...
Optum Transaction Testing Certifications, Standard Transaction Elements for which each customer's Submitted Transactions have been Optum Transaction Testing Certified, and the dates of Optum Transaction Testing Certification. Customer shall determine whether its Directory listing shall be accessible by third parties. Optum may remove any Optum Transaction Testing Certified Customer from the Directory, or alter any listing in the Directory, in the event Optum reasonably determines that the removal or alteration is necessary to maintain the accuracy of the Directory. In all cases, Customer shall make no claim or statement whatsoever that Optum Transaction Testing Certification indicates anything other than that the listing in the Directory shows that Customer has demonstrated the ability to produce and/or process Standard Transactions, but only with respect to the details and limitations specified in the Optum Transaction Testing Certification published in the Directory.

III. Customer's Obligations. All electronic files and data submitted to Optum for analysis will be representative of Customer's outbound Standard Transactions; all responses to the self-assessment questionnaires for inbound Optum Transaction Testing Certification shall be representative of Customer's inbound processing capabilities; and all responses to Optum's requests for additional data shall be submitted by Customer as created by the routine operation of Customer's EDI systems, without modification. Customer shall comply with the administrative and compliance terms and conditions of Transaction Testing Classic provided on its website. Customer shall not (1) submit any false or misleading information to Optum in connection with Optum Transaction Testing Certification, (2) submit any Submitted Transactions that Customer is not fully authorized to submit to Optum, or (3) use Transaction Testing Classic, error reports or any Optum Transaction Testing Certification for any purpose other than the determination of the level of compliance of Customer's Submitted Transactions, or ability to receive and process inbound Standard Transactions.

A. EDI Capabilities. Customer shall maintain the EDI capabilities utilized by Customer for transmission to Optum of Submitted Transactions that have achieved Optum Transaction Testing Certification. Customer shall immediately notify Optum if Customer ceases to have any capability listed in the Directory. In the event Customer changes identifiers, systems, software, or the method by which the certified transactions are produced, Customer shall notify Optum immediately of such change and Customer may restart the certification process or lose its certification.

B. No Third Party Usage. Customer will not (itself or through third parties) (1) furnish, lend, lease, or use Transaction Testing Classic for timesharing or service bureau purposes, (2) use Transaction Testing Classic other than as specifically permitted under this Schedule, or (3) otherwise use, direct or allow others to use Transaction Testing Classic, the Directory, or any reports or files made available through the Transaction Testing Classic website for the benefit of any third party.

C. Certification Conditions. Customer may hold itself out as “Optum Transaction Testing Certified” subject to the limitations in this Schedule, including:

1. Customer shall not represent that it has been Optum Transaction Testing Certified with respect to any capabilities other than those specified in the Directory.
2. Customer shall not represent or imply that Optum Transaction Testing Certification entails any warranty or guaranty by Optum concerning any of Customer's capabilities regarding Standard Transactions, other transactions, software or system(s).

3. Certification is valid as of the date of Optum Transaction Testing Certification and must be renewed or updated at least every ninety (90) days, or such shorter time as Optum may advise Customer.

4. Customer shall not state, imply or otherwise represent or indicate that any error analysis report by itself constitutes a certification of any kind.

5. Upon termination of Customer's Optum Transaction Testing Certification or of this Schedule, Customer shall immediately cease to represent itself as "Optum Transaction Testing Certified".

6. Customer shall refer the Transaction Testing internet site to any trading partner or third person that may in any manner rely on Optum Transaction Testing Certification or listing in the Directory of any Customer's capabilities. The purpose of this reference is to make the trading partner or other third person aware of the restrictions and limitations of Optum Transaction Testing Certification in the Directory.

7. Customer shall not use the Optum name or logo(s) other than according to the instructions specified for use of the "Optum Transaction Testing Certified" logo on the Transaction Testing internet site.

IV. Fees and Payment Terms.

A. Payment of Annual License Fees.

1. Customer shall pay to Optum annual license fees set forth in the table below for use of the Transaction Testing Classic Service. The Year 1 license fee is due on the Effective Date and the license fee for each subsequent year is due annually thereafter on each anniversary of the Effective Date.

<table>
<thead>
<tr>
<th>Transaction Testing Classic Annual License Fees</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$890</td>
<td>$890</td>
<td>$890</td>
</tr>
</tbody>
</table>

V. Term and Termination. This Schedule shall commence on the Effective Date and continue for an initial term of three (3) years, unless earlier terminated pursuant to this Schedule or pursuant to the Agreement.
PROJECT NUMBER 41257
AMENDMENT #4 TO
MASTER SERVICES & LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.

AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as "Amendment Number 4") shall serve to amend the original Master Services and License Agreement executed on May 31, 2012, and amended on October 13, 2012, November 27, 2013, and June 4, 2014 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13925 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as "OptumInsight"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "UMMC")

WHEREAS, certain products licensed by UMMC under the Master Agreement will be provided by OptumInsight and certain products will be provided by its affiliate, Optum360, LLC ("Optum360"), and the parties desire to enter into this Amendment Number 4 so as to specifically identify same;

NOW THEREFORE, ITS, UMMC, OptumInsight and Optum360, by entering into this Amendment Number 4 mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) The parties understand and agree that the following products and/or services shall be provided to UMMC by OptumInsight:

<table>
<thead>
<tr>
<th>Service, Product or License</th>
<th>Exhibit or Amendment Number</th>
<th>OptumInsight Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Clearinghouse Services Product Schedule</td>
<td>Master Agreement, Exhibit A</td>
<td>41-1858498</td>
</tr>
<tr>
<td>Claims Manager Facility Services &amp; Customer Data for</td>
<td>Master Agreement, Exhibit B</td>
<td>41-1858498</td>
</tr>
<tr>
<td>Use With EPIC Systems Product Schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product Schedule Additional Services Offerings</td>
<td>Amendment #3, Exhibit B-3</td>
<td>41-1858498</td>
</tr>
<tr>
<td>Statement of Work (Claims Manager Upgrade)</td>
<td>Amendment #3, Exhibit E</td>
<td>41-1858498</td>
</tr>
<tr>
<td>Transaction Testing Classic Product Schedule</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

UMMC will pay OptumInsight for the products and services listed in the above table.
2) The parties understand and agree that the following products and/or services shall be provided to UMMC by Optum360:

<table>
<thead>
<tr>
<th>Service, Product or License</th>
<th>Exhibit or Amendment Number</th>
<th>Optum360 Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>RevenueCyclePro.Com Schedule</td>
<td>Amendment #1</td>
<td>46-33283307</td>
</tr>
<tr>
<td>ASCII Files License Product Schedule</td>
<td>Amendment #2</td>
<td>46-33283307</td>
</tr>
<tr>
<td>EncoderPro.Com Product Schedule</td>
<td>Amendment #2</td>
<td>46-33283307</td>
</tr>
</tbody>
</table>

UMMC will pay Optum360 for the products and services listed in the above table.

3) Article 10.7 "Notices" shall be and hereby is revised so as to add the following: "Optum360's address for notice is: Attn: General Counsel, Optum 360, LLC, 13625 Technology Drive, Eden, Prairie, Minnesota 55344."

All other terms and conditions of the Agreement executed on May 31, 2012, and amended on October 13, 2012, November 27, 2013, and June 4, 2014 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

By: Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: Oct 13, 2012

OptumInsight, Inc.

By: Authorized Signature

Printed Name: Thomas W. Becker
Title: SVP & General Manager
Date: Jan 9, 2015

Optum360, LLC

By: Authorized Signature

Printed Name: L. Allan Price
Title: SVP
Date: June 15, 2015
PROJECT NUMBER 42906
AMENDMENT #6 TO
MASTER SERVICES & LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as "Amendment Number 6") shall serve to amend the original Master Services and License Agreement executed on May 31, 2012, and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, and November 4, 2015 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as "OptumInsight"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 309214 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 309216 (hereinafter referred to as "UMMC").

NOW THEREFORE, ITS, UMMC, and OptumInsight by entering into this Amendment Number 8 mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) In light of UMMC upgrading from a professional account to an institutional account and in order to reflect the price increase for Year 3 resulting from such upgrade, as well as adding two (2) additional years, Exhibit E in Amendment Number 3 of the Master Agreement shall be and hereby is deleted and replaced with the new Exhibit E-1, which is attached to this Amendment Number 6. All references in the Master Agreement to "Exhibit E" shall be and hereby are revised to be "Exhibit E-1."

2) UMMC has a need for the additional software as specified in the Provider Claims Editing Software Product Schedule which is attached to this Amendment Number 6 and incorporated herein as Exhibit F, and OptumInsight agrees to provide such software pursuant to the terms of the Master Agreement and this Amendment Number 6 upon signature and at the prices stated in the attached Exhibit F.

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

By: [Signature]

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

Title: Executive Director

Date: 11/03/11

OptumInsight, Inc.

By: [Signature]

Printed Name: Thomas W. Bechting

Title: SVP & General Manager

Date: November 1, 2016
EXHIBIT E-1

OPTUM
TRANSACTION TESTING CLASSIC PRODUCT SCHEDULE

OptumInsight, Inc. ("Optum") and Mississippi Department of Information Technology Services, as contracting agent for the University of Mississippi Medical Center ("Customer") entered into this Product Schedule (the "Schedule") originally with an effective date of June 9, 2014. This Schedule is incorporated into and made a part of the Master Services and License Agreement between Optum and Customer, dated May 31, 2012 (the "Agreement"). The parties agree as follows:

I. License to Customer Subject to the terms of this Agreement, Optum grants to Customer a limited, non-exclusive, terminable license (the "License") to use the Transaction Testing Classic service internally to test, certify and validate production electronic health care transactions for HIPAA Transaction Set compliance. This service is included in the definition of "Services" in the Agreement. This License covers only the Transaction Testing Classic service. Customer may submit only files less than fifty (50) megabytes in size to Transaction Testing Classic with an aggregate monthly file volume less than two hundred (200) megabytes. For submission of larger files and/or larger aggregate monthly file volume, Customer shall contact Optum.

A. Transaction Testing Classic Service. Customer may use the Transaction Testing Classic Service to analyze both test and production HIPAA Standard Transactions ("Standard Transactions") each month of the term of this Schedule. Using standards, guides, and interpretations ("Edit Rules"), the Transaction Testing Classic Service analyzes each file submitted for analysis by Customer (a "Submitted Transaction"). As appropriate, the Transaction Testing Classic analysis may include Standard Transaction syntax, Standard Transaction data content, Standard Transaction code set validity, HIPAA Implementation Guide requirements for Standard Transactions, and Standard Transaction functionality. If Customer's Submitted Transactions meet or exceed the Edit Rules, the Transaction Testing Classic Service shall certify those Standard Transactions as meeting the Edit Rules as of the date of certification. Customers that have obtained certification are referred to as "Optum Transaction Testing Certified Customers." but only with respect to the details and limitations specified in the Optum Transaction Testing Certification published in the Directory (as defined below) and in this Schedule.

B. No Certification Available. Optum may test, but does not furnish Optum Transaction Testing Certification, for health care payer or clearinghouse business rules or Companion Guides. "Companion Guides" are subsets of the Standard Transactions in payer-specific documents. Optum Transaction Testing Certification does not apply to Customer's software or system(s). Optum Transaction Testing Certification does not extend to Covered Entities other than the one(s) that are represented in the Submitted Transactions, even if other Covered Entities use the same software or system(s). A "Covered Entity" is an individual health care provider, clearinghouse or health plan EDI system with a unique identifier that generates Submitted Transactions.

II. Certification Directory. Optum shall maintain an online directory (the "Directory") of Optum Transaction Testing Customers, listing customers' names, their Covered Entities, each of their Optim Transaction Testing Certifications, Standard Transaction Elements for which each customer's
Submitted Transactions have been Optum Transaction Testing Certified, and the dates of Optum Transaction Testing Certification. Customer shall determine whether its Directory listing shall be accessible by third parties. Optum may remove any Optum Transaction Testing Certified Customer from the Directory, or alter any listing in the Directory, if it reasonably determines that the removal or alteration is necessary to maintain the accuracy of the Directory. In all cases, Customer shall make no claim or statement whatsoever that Optum Transaction Testing Certification indicates anything other than that the listing in the Directory shows that Customer has demonstrated the ability to produce and/or process Standard Transactions, but only with respect to the details and limitations specified in the Optum Transaction Testing Certification published in the Directory.

III. **Customer's Obligations.** All electronic files and data submitted to Optum for analysis will be representative of Customer's outbound Standard Transactions; all responses to the self-assessment questionnaires for inbound Optum Transaction Testing Certification shall be representative of Customer's inbound processing capabilities, and all responses to Optum's requests for additional data shall be submitted by Customer as created by the routine operation of Customer's EDI systems, without modification. Customer shall comply with the administrative and compliance terms and conditions of Transaction Testing Classic provided on its website. Customer shall not (1) submit any false or misleading information to Optum in connection with Optum Transaction Testing Certification, (2) submit any Submitted Transactions that Customer is not fully authorized to submit to Optum, or (3) use Transaction Testing Classic, error reports or any Optum Transaction Testing Certification for any purpose other than the determination of the level of compliance of Customer's Submitted Transactions, or ability to receive and process inbound Standard Transactions.

A. **EDI Capabilities.** Customer shall maintain the EDI capabilities utilized by Customer for transmission to Optum of Submitted Transactions that have achieved Optum Transaction Testing Certification. Customer shall immediately notify Optum if Customer ceases to have any capability listed in the Directory. In the event Customer changes identifiers, systems, software, or the method by which the certified transactions are produced, Customer shall notify Optum immediately of such change and Customer may restart the certification process or lose its certification.

B. **No Third Party Usage.** Customer will not (itself or through third parties) (1) furnish, lend, lease, or use Transaction Testing Classic for timesharing or service bureau purposes, (2) use Transaction Testing Classic other than as specifically permitted under this Schedule, or (3) otherwise use, direct or allow others to use Transaction Testing Classic, the Directory, or any reports or files made available through the Transaction Testing Classic website for the benefit of any third party.

C. **Certification Conditions.** Customer may hold itself out as "Optum Transaction Testing Certified" subject to the limitations in this Schedule, including:

1. Customer shall not represent that it has been Optum Transaction Testing Certified with respect to any capabilities other than those specified in the Directory.

2. Customer shall not represent or imply that Optum Transaction Testing Certification entails any warranty or guaranty by Optum concerning any of Customer's capabilities regarding Standard Transactions, other transactions, software or system(s).
3. Certification is valid as of the date of Optum Transaction Testing Certification and must be renewed or updated at least every ninety (90) days, or such shorter time as Optum may advise Customer.

4. Customer shall not state, imply or otherwise represent or indicate that any error analysis report by itself constitutes a certification of any kind.

5. Upon termination of Customer’s Optum Transaction Testing Certification or of this Schedule, Customer shall immediately cease to represent itself as “Optum Transaction Testing Certified”.

6. Customer shall refer the Transaction Testing internet site to any trading partner or third person that may in any manner rely on Optum Transaction Testing Certification or listing in the Directory of any Customer’s capabilities. The purpose of this reference is to make the trading partner or other third person aware of the restrictions and limitations of Optum Transaction Testing Certification in the Directory.

7. Customer shall not use the Optum name or logo(s) other than according to the instructions specified for use of the “Optum Transaction Testing Certified” logo on the Transaction Testing internet site.

IV Fees and Payment Terms.

A Payment of Annual License Fees

1. Customer shall pay to Optum annual license fees set forth in the table below for use of the Transaction Testing Classic Service. The Year 1 license fee is due on the Effective Date and the license fee for each subsequent year is due annually thereafter on each anniversary of the Effective Date.

<table>
<thead>
<tr>
<th>Revised Pricing For Transaction Testing Classic Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year 3</strong> (6/9/16-6/8/17)</td>
</tr>
<tr>
<td>$1,700.00</td>
</tr>
</tbody>
</table>

V. Term and Termination. This Schedule shall commence on the Effective Date and continue for an initial term of five (5) years, unless earlier terminated pursuant to this Schedule or the Agreement. Upon completion of the initial term, this Schedule may, upon the written agreement of the parties, be renewed for an additional term, at fees equal to a 3.5% increase over the prior year’s fees.
EXHIBIT F

OPTUM
PROVIDER CLAIMS EDITING SOFTWARE
PRODUCT SCHEDULE
(Installed at Customer Site)

I. Software and Data Licenses

A. Software License. Customer hereby licenses from Optum and Optum agrees to
license to Customer the Software modules marked below (all of which are deemed to be
"Software" under the Master Agreement). The Software license includes a sublicense to
use the CPT W codes and the NCCI Data embedded in the Software, but only to the
extent they are used with the Software.

☐ Claims Manager Professional Module. The Claims Manager Professional
functionality facilitates analysis of claim coding and editing by providers of medical
services. The module includes access to CPT codes, ICD codes, the Claims Edit
System ("CES") KnowledgeBase, the National Correct Coding Initiative ("NCCI"),
and National Medicaid Editing ("NME") rules (all of which shall be deemed to be
"Data" under the Master Agreement). The CES KnowledgeBase contains
proprietary professional claims editing rules and guidelines developed by Optum.
The module includes a sublicense to use the CPT W codes and the NCCI Data, but
only to the extent they are used with the module.

☐ Local Coverage Determination ("LCD") and National Coverage
Determination ("NCD"). Data for the following states only (Data will be for the
contractor as of the Effective Date and any replacements for that contractor):

<table>
<thead>
<tr>
<th>State</th>
<th>Part A</th>
<th>Part B</th>
<th>DME</th>
<th>Home Health &amp; Hospice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

☐ National Coverage Determination ("NCD").

☐ National Medicaid Editing ("NME"), including DME.

B. Licensed Use. Customer may use the Software, Data and user materials only in
connection with processing Customer's own internal data for Customer's own customary
business purposes and operations and not for resale or distribution outside of Customer.
Customer shall not use the Software and Data or user materials for the purpose of
processing the data of or performing any services for any third party. The Software, Data
and user materials may not be used to perform medical diagnostic functions, set treatment
procedures, or substitute for the medical judgment of a physician or qualified health care
provider.
1. Informational Tools. The Software and Data are provided to Customer for informational purposes only. Customer acknowledges that the Software and Data are tools that Customer may use in various ways in its internal business. Customer’s interpretation of the Software and Data and Customer’s use of the Software and Data to make business decisions, are solely and exclusively at the discretion of Customer. Customer shall not represent the Software and/or Data in any way other than as expressed in this Schedule.

2. Installation Site. Customer may install the Software only at the following location (the “Site”): 2500 North State Street, Jackson, MS 39216.

C. Copies of the Software and Data. Customer agrees that it will not download any or all of the Software or Data to, or access same from, any terminal, computer, or other equipment not physically located on Customer’s Site, without Optum’s prior, written approval, and Customer’s payment to Optum of the applicable fees for additional copies. Customer agrees that all copies of the Software and Data, including all copies stored on hard disk or other electromagnetic media, will be kept at Customer’s Site, unless Customer elects to maintain a reasonable number of backup copies at an off-site facility for disaster recovery. Customer agrees to notify Optum of the locations of such backup copies. Customer shall have the right to use such backup copies at any off-site disaster recovery location during disaster recovery testing and during the period of recovery from events at Customer’s Site that make it impossible for Customer to use the Software and Data at Customer’s Site.

D. Oracle Software Sublicense. Customer is required to obtain (from Optum or elsewhere) a license to use the Oracle Software in connection with the Software under this Schedule. Customer hereby elects to ☐ obtain a sublicense from Optum to use the Oracle software solely in connection with the Software. If Customer has elected to sublicense the Oracle software from Optum pursuant to this section, the Oracle software shall be included in the definition of “Software” used in this Schedule and the following terms shall apply to the sublicense to use the Oracle software:

1. Oracle Corporation (“Oracle”) is not liable, to the extent permitted by applicable law, for any damages, whether direct, indirect, incidental or consequential, arising from Customer’s use of the Software;
2. Customer shall not publish any results of benchmark tests relating to the Oracle database that are run on the Oracle software; and
3. Oracle is a third party beneficiary of this Agreement as it relates to the Oracle software.

E. Licensed Use of the Data Tables. Customer’s right to use the NCD, LCD, and NME tables (the “Data Tables”) is limited to the uses stated in this paragraph. Customer acknowledges that the Data Tables are a tool that Customer may use solely in conjunction with the Claims Manager Software for purposes of editing claims based on local policy. Customer may use the Data Tables only in connection with the processing of Customer’s own internal data for Customer’s own customary business purposes and operations and not for resale or distribution outside of Customer. Customer shall not use the Data Tables for the purpose of processing the data of or performing any services for any third party. Customer may not modify the Data Tables or create any derivative works based on a Data Table. Customer may not
use the Data Tables to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer may not use the Data Tables as a substitute for Customer's own judgment in setting and determining Customer's fee schedules and reimbursement levels.

II. Customers Requirements

A. Hardware and Software at Customer's Site. Optum has provided server specifications and other technical requirements that Customer obtained and maintained for installation of the Software at the Site, including, without limitation:
1. PC and server hardware, adequate associated peripherals, and software, which meet the specifications provided by Optum;
2. Ordinary maintenance for Customer's equipment;
3. Registered Internet Protocol ("IP") address and Internet browser software;
4. Customer personnel knowledgeable with Oracle;
5. System administrator to install and connect network equipment;
6. System administrator to send data to Optum, if applicable;
7. One Customer technical personnel to act as a liaison and work with Optum personnel;
8. All telecommunication lines and peripherals necessary to deploy the system;
9. Hardware on which the Software will be housed that meets the minimum configuration defined by Optum and dedicated to the Software; and
10. Hardware acquisition and maintenance and network hardware and software interfaces are the Customer's responsibility. Subsequent versions of the Software may impact minimum system requirements. Customer is responsible for such hardware and system software upgrades. Optum shall provide Customer with reasonable prior notice regarding such new requirements.

B. Security. Customer shall implement and use appropriate administrative, physical and technical safeguards to prevent inappropriate use or disclosure of PHI in the course of using the Software.

III. Support Services. Implementation Services shall be finished and support Services (which shall be deemed to be Services under the Agreement) shall begin upon the earlier of completion of the tasks in the Implementation SOW or Customer's first production use of the Software.

A. Customer Support Services. Optum shall provide to Customer the following support Services:

1. Help Desk. General support is provided during Optum's normal business hours from 8:00 AM to 5:00 PM Central Time, Monday through Friday. Optum's Customer Service Department shall provide to Customer emergency access to Optum's technical personnel twenty-four (24) hours a day, seven (7) days a week. Optum's response time to Customer calls shall vary, depending on the nature of the call.
2. Product Incidents. Customer may report incidents it is experiencing with the Software during normal business hours and, for any matter that Customer feels is an emergency situation, twenty-four (24) hours a day, seven (7) days a week. A product incident shall be given a severity level ("Severity Level") by Optum at the time an incident is reported. Optum staff shall make every effort to meet the following turnaround times on product incidents:

a. **Severity Level I.** A Severity Level I incident prevents Customer from utilizing the system in any significant way, and there is no work around solution. It is Optum’s goal to resolve such an incident or reduce it to Severity Level II within twenty-four (24) hours from the time it was reported.

b. **Severity Level II.** A Severity Level II incident prevents Customer from using the system appropriately although a temporary work around solution has been found, or any incident that significantly increases the level of effort required to use the system. It is Optum’s goal to resolve such an incident or reduce it to Severity Level III with the next service pack release of the Software.

c. **Severity Level III.** A Severity Level III Incident is any product incident that does not impact the ability or level of effort required to process bills, or any incompatibility discovered with another software product that must be used in the same environment as Optum’s product(s). A Severity Level III incident shall be included on Optum’s issues log ("Issues Log") as pending until it is scheduled to be included in a routine software release. Once Optum has determined the release or update that shall include the solution, this information shall be recorded on the Issues Log. The Issues Log is a list of Customer’s calls that are currently outstanding. Customer may arrange for conference calls with Optum’s Client Services and R&D staff in order to discuss items on the Issues Log.

3. Request for Information. Requests for information regarding the Software, the CES KnowledgeBase or clinical questions and interpretation of regulatory guidelines can be made during Optum’s normal business hours. Such information requests can typically be answered the same day that the call is received, unless further research is required.

4. Request for Services. Optum provides many services at an additional charge, including product training, on-site assistance in product installation and claims coding support. Customer may schedule these services during Optum’s normal business hours. Optum shall make every attempt to provide the service for the time period requested by Customer. Additional technical, training, and clinical service offerings may be purchased by Customer at Optum’s then-current rates. Each service offering shall be identified as an addendum to this Schedule.

B. Excluded Services. Notwithstanding anything in the Agreement or this Schedule to the contrary, the following services are not provided hereunder and, if desired, must be contracted for on a time and materials basis: (a) training other than that included in the initial implementation plan; (b) file recovery services unless loss of files is caused by Optum; (c) assistance or support required due to Customer’s failure to make proper
Software backups or otherwise comply with its obligations; (d) assistance or support for
the Software if it is modified by any party other than Optum; (e) assistance or support for
any custom software; (f) any services provided to correct problems on a version of the
Software more than one numbered New Release behind the then current version; (g) any
services required as a result of negligence or the willful misuse of the Software by
Customer; (h) installation services associated with a New Release; (i) support services
associated with the implementation of a New Release outside of Optum's normal business
hours; (j) support for Oracle database administration (unless Customer elects to obtain
these services from Optum in Section 1.D of this Schedule); and (k) creation of customized
rules.

C. New Releases. If Customer is current in its payments, it shall be entitled to receive
all New Releases of the relevant licensed Software modules. “New Releases” are
subsequent upgrades of the Software, which shall include basic software product
enhancements and fixes (patch releases) that are generally made available to customers
at no additional charge. New Releases are labeled with an “.x” revision level and do not
include any major product releases (i.e. those represented by a “X.” revision level), or
optional or future products which Optum licenses separately. Optum shall support the
current version of each licensed Software module and one version back. Any support of
versions older than this shall be at the risk and expense of Customer.

IV. Fees and Payment Terms

A. Software License Fees

1. Definition of Processed Claims. For the purposes of this Schedule, “Processed
Claim” shall mean a set of charged healthcare data transactions submitted to the
Software through a practice management interface or through manual entry in
which services for a single patient are billed by a healthcare constituent, and which
are categorized as active (not made inactive by the practice management system),
live (not test) and analyzed by the Software. A Processed Claim may include a
single line of procedural service or multiple lines of procedural services for a single
episode of care. A Processed Claim may or may not result in a claim submission
to a payer or result in a statement or invoice to another party. Each Processed
Claim is identified in the Software by a unique Claim ID number. Claims processed
for the purpose of training or testing will not be counted as part of this total.

2. Annual Software License Fees. Customer shall pay to Optum annual license
fees for each licensed Software module as set forth in the table below. The
annual license fees allow Customer to process up to 1,600,000 claims for each
Software module, as set forth below, for each year this Schedule remains in effect.
Claims processed for the purpose of training or testing will not be counted as
part of this total.

<table>
<thead>
<tr>
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<tr>
<td>Professional</td>
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<td></td>
</tr>
</tbody>
</table>
a. In the event that Customer's annual claims volume for one or all of the licensed Software modules exceeds the permitted number of claims for such module(s), Customer shall promptly inform Optum, and Customer shall pay Optum for such additional claims at the then-current per transaction rate, within forty-five (45) days after Customer's receipt of Optum's invoice for such amount. The then-current per transaction rate is calculated as the annual Software license fee for the applicable year, divided by the permitted number of claims for such year.

b. In the event that Customer acquires, becomes acquired by or merges with another entity, Customer shall pay Optum, at Optum's then-current rates, prorated fees for each licensed Software module on the next anniversary of the Effective Date based on Customer's new annual claims volume for such licensed Software modules (from both or all applicable companies).

3. Payment of Software License Fees. The license fees for the licensed Software modules for the initial term of this Schedule shall be paid to Optum on November 30, 2016 and annually thereafter on November 30th of each year of the term.

4. Increase in Fees. The annual Software, support and LCD fees set forth in this Schedule shall not increase by more than three and one-half percent (3.5%) each year during any renewal term subsequent to year 5 reflected in the table above.

B. Oracle Sublicense Fees. Customer shall pay to Optum a sublicense fee in the amount of $11,302.00 for each licensed Software module for two (2) processors of such licensed Software module(s) on the Production Server and eight (8) Named Users for the Test Server for the initial term of the Schedule. Oracle sublicense fees are due and payable upon Renewal Effective Date. Customer shall inform Optum if it needs rights to use the Oracle software for more than the stated number of processors or Named Users for any licensed Software module(s) and Customer agrees to pay Optum the applicable sublicense fees for such additional processors or additional Named Users. If Customer's use of the Oracle Software exceeds the sublicense granted by Optum, Customer understands that Optum is contractually obligated to notify Oracle and Customer shall be liable for all additional fees. Optum may increase the price for the Oracle software to the extent that Optum's vendor increases the price to Optum. Upon any renewal of this Schedule, Customer shall pay Optum an annual license fee for the Oracle software at Optum's then-current rates. Notwithstanding anything to the contrary in this Schedule or the Master Agreement, Optum may, upon prior written notice to Customer and at no cost to Customer, audit Customer's use of the Oracle software during Customer's normal business hours and Customer will promptly respond to any such audit request and cooperate with Optum to complete the audit in an expeditious manner. Customer will not allow additional processors or additional Named Users to access the Oracle Software without reporting the number of such additional processors or additional Named Users to Optum and paying the associated fees. Oracle Named Users include fulltime equivalent ("FTE") users who will have administrative access to the Software on the test server.

C. Data Table License Fees. Payment of annual fees set forth in the table below entitles Customer to receive the applicable licensed Data Tables specified above. The
Exhibit 2

Data Table license fee includes all updates to the licensed Data Tables that are issued during the applicable 12-month period. For Year 1 of this Schedule, Customer shall pay the Data Table license fee to Optum upon shipment of each licensed table. For each subsequent year of this Schedule, each subsequent year’s Data Table license fees shall be due and payable upon such anniversary of the Effective Date. Upon any renewal of this Schedule, Customer shall pay Optum an annual Data Table license fee at Optum’s then current rates.

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D. Billing. Except as otherwise provided herein, Optum shall invoice Customer monthly for fees and expenses incurred under this Schedule in such month. Customer agrees to pay Optum for undisputed invoices within forty-five (45) days from Customer’s receipt of each invoice. Should any undisputed invoice not be paid by Customer within such forty-five (45) day period, Customer shall be liable to Optum for interest at a rate of one and one half percent 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 day period until such time as payment is made. Customer must provide written notice to Optum of its intention to dispute an invoice within ten (10) business days of receipt of invoice. Should any undisputed invoice go ninety (90) days past due, all work on the applicable Services may cease until payment in full is received, upon Optum’s notice to Customer.

E. Additional Fees and Payment Terms.

1. Billing. Except as otherwise provided herein, Optum shall invoice Customer monthly for fees and expenses incurred under this Schedule in such month. Customer agrees to pay Optum for undisputed invoices within forty-five (45) days from Customer’s receipt of each invoice. Should any undisputed invoice not be paid by Customer within such forty-five (45) day period, Customer shall be liable to Optum for interest at a rate of one and one half percent 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 day period until such time as payment is made. Customer must provide written notice to Optum of its intention to dispute an invoice within ten (10) business days of receipt of invoice. Should any undisputed invoice go ninety (90) days past due, all work on the applicable Services may cease until payment in full is received, upon Optum’s notice to Customer.

2. Test Server Environment. It is recommended that Customer obtains and operates a test server for the development and testing of custom edits, and to validate the Knowledgebase updates from Optum in a non-production environment. Customer may obtain test server environment support from Optum for the relevant licensed Software module(s) in the event of a test server malfunction on an as-needed basis at the rate of $250 per hour. Test server
environment support services are provided during Optum’s normal business hours from 8:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Optum holidays and office closings.

3. **Fees for Additional Services.** Upon request and if mutually agreed, Optum shall provide to Customer professional services that are in addition to those included in the ISOS, at Optum’s then current time and materials rates. At the time that such requested additional services are identified, Optum and Customer shall mutually agree upon the services under a separate Scope of Services ("SOS").

4. **Travel Expense Reimbursement.** All travel and per diem expenses will be invoiced by Optum as they are incurred. Optum shall use hotel facilities that are mutually agreeable to Optum and Customer. It is understood by the parties that all travel and travel expenses must be pre-approved by Customer and shall not exceed the daily amount allowed by the Mississippi Department of Finance and Administration. Customer shall reimburse Optum for all reasonable travel, lodging, meal and other expenses related to providing the Software and Services under this Schedule and the ISOS. Optum shall provide copies of receipts to Customer for all expenses. Optum shall invoice Customer monthly for out-of-pocket expenses, as incurred.

V. **Term and Termination**

A. **Term.** This Schedule shall commence on the Effective Date and continue for an initial term of five (5) years thereafter, unless terminated earlier pursuant to this Schedule or pursuant to the Master Agreement. Upon completion of the initial term, this Schedule may, upon the written agreement of the parties, be renewed for an additional term.

B. **Termination.** Upon termination or expiration of this Schedule, Customer shall within thirty (30) days, or within a reasonable time thereafter not to exceed ninety (90) days, return all copies of the Software, Data and related user materials supplied under this Exhibit F Provider Claims Editing Software Product Schedule by Optum. Customer may keep only hard (paper) copies of its reports and copies of the reports that have been transferred to other computer program environments.

VI. **Change Request Process.** Changes in project scope, schedule or timeline for any Services under a SOS require a change request and may result in a new or revised SOS and associated fees. All requests to change project scope shall use the following procedure. Either Optum or Customer may initiate a change of scope request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule shall be documented by Optum. Optum may also specify the date before which Customer must respond to avoid uncontrolled impacts on the project plan. If the change of scope is approved by both parties, Optum shall revise the SOS and budget as needed and schedule the work to commence accordingly. The signatures of Customer ITS and Optum on the change of scope request form shall confirm approval or rejection of the request. Optum shall not commence work on the change request without approval.
This document (hereinafter referred to as "Amendment Number 7") shall serve to amend the original Master Services and License Agreement executed on May 31, 2012, and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, and November 3, 2016 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13925 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as "OptumInsight"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "UMMC").

NOW THEREFORE, ITS, UMMC, and Optum360, by entering into this Amendment Number 7 mutually agree that the following provisions shall modify the aforesaid Master Agreement:

1) In Amendment Number 5, UMMC renewed the license for EncoderPro.com Expert software for eighty-five (85) Users with said license concluding November 30, 2017. UMMC desires to renew the license for the original eighty-five (85) Users plus ten (10) additional Users for a total of ninety-five (95) Users for two (2) additional years beginning December 1, 2017 and continuing through the close of business on November 30, 2019 at the pricing specified in the EncoderPro.com Expert Product Schedule attached to this Amendment Number 7. Effective December 1, 2017, the EncoderPro.com Expert Product Schedule in Amendment Number 5 shall be and hereby is deleted and replaced by the EncoderPro.com Expert Product Schedule attached to this Amendment Number 7.

2) In Amendment Number 5, UMMC procured a license for EncoderPro.com Standard software for thirty-five (35) Users for one (1) year concluding on October 31, 2018. UMMC desires to renew the license for the thirty-five (35) Users for three (3) additional years beginning November 1, 2016 and continuing through the close of business on October 31, 2019 at the pricing specified in the EncoderPro.com Standard Product Schedule attached to this Amendment Number 7.

3) In Amendment Number 2, UMMC procured a license for ASCII Files with said license concluding November 30, 2016. UMMC desires to renew the license for three (3) additional years beginning December 1, 2016 and continuing through November 30, 2019 at the pricing specified in the ASCII Files Product Schedule attached to this Amendment Number 7. Effective December 1, 2016, the ASCII Files Product Schedule in Amendment 2 shall be and hereby is deleted and replaced by the ASCII Files Product Schedule attached to this Amendment Number 7.

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

By: [Signature]
Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 11/28/16

OptumInsight, Inc.

By: [Signature]
Printed Name: Todd V. Gustina
Title: SVP & General Manager, Optum360
Date: 11/21/16

Optum360, LLC

By: [Signature]
Printed Name: Todd V. Gustina
Title: SVP & General Manager
Date: 11/21/16
Exhibit 2

EncoderPro.com Expert
Product Schedule

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this EncoderPro Product Schedule (the "Schedule"), with an Effective Date of December 1, 2017. Optum is an affiliate of OptumInsight, Inc., and this Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer dated May 31, 2012 (the "Agreement"), which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows:

In Amendment Number 5, UMMC procured a license for EncoderPro.com Expert software for eighty-five (85) users with said license concluding November 30, 2017. UMMC desires to amend Section 1.6 of the EncoderPro.com Expert Product Schedule to add 10 additional users for a total of ninety-five (95) users. As of the Effective Date of this Amendment Number 7, UMMC shall pay Optum a prorated license fee of $2,601.00 for the 10 additional users of the EncoderPro.com Expert software.

I. License of EncoderPro.com Expert

A. EncoderPro.com Expert. Optum grants Customer the nonexclusive, nontransferable right to use the following EncoderPro.com coding information look up service EncoderPro.com Expert (the "Services" which is included in the definition of Services in the Agreement). EncoderPro.com is a coding tool that provides search options to guide the user to appropriate ICD-9, ICD-10, HCPCS and CPT codes in one search as well as referential content related to each code searched.

B. Use of Services. Customer has the nonexclusive, nontransferable right to use the Services for its lawful, business operations. Customer acquires no rights to the Services or to the information and data accessed via the Services, except the right to use the information and data solely for Customer's own business purposes, in accordance with this Schedule. Customer shall have no right to allow any person or entity that is not an employee or consultant of Customer to access the Services, directly or indirectly in any way.

C. Number of Users. The number of authorized "users" of EncoderPro.com at Customer is as follows: a total of ninety-five (95) users. If the number of users increases, Customer agrees to notify Optum in writing within ten (10) days thereafter and pay additional license fees upon receipt of an acceptable invoice for any increase in the number of users under this Schedule. Pursuant to Optum's agreement with the American Medical Association, a User is an individual employee or contractor of Customer who:

1. Accesses, uses, or manipulates Current Procedural Terminology ("CPT®") coding contained in the Service or
2. Accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT编码 embedded in the Service even though CPT coding may not be visible or directly accessible; or
3. Makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

II. User ID and Security. Optum shall provide Customer with a User ID for each purchased user license to access the Services via the EncoderPro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to Customer's employees and consultants who have a need to access the Services and who agree to abide by the terms of this Schedule. It shall be the ongoing responsibility of Customer to administer User
ID(s) for anyone to whom Customer has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by Customer. All fees incurred by persons to whom Customer has disclosed a User ID shall be Customer’s sole responsibility.

E. **Delivery and Updates.** Op lum shall make each component of the Services available to Customer as it becomes available for general release from Op lum, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by Op lum for the Services.

F. **Accuracy and Errors.** Customer agrees that Op lum and its employees and agents shall not be held responsible or liable for any actions taken by Customer or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Services. No later than thirty days from the date of Customer’s receipt of access to the Services or any update of the Services, Customer shall advise Op lum in writing of any known errors or suspected errors that may materially affect the Services.

II. **Technical Support.** Technical support is available Monday through Friday between 8:00 am and 5:00 pm Central time. During the time technical support is available, Customer will have access to Op lum technical support through a toll-free number or through the respective sales representative. Technical support consists primarily of answers to questions relating to the use and access of the software and the repair of software “bugs.” Technical support is also available through email and the User-resources Web page.

III. **Fees and Payment.** As of the Effective Date, Customer shall pay Op lum the first year license fee specified below. For each subsequent year of the Schedule, Op lum will invoice Customer for the applicable fee (assuming Customer’s number of licenses purchased for Users has not exceeded the authorized number of Users). The fee for any year after the first year of this Schedule is due on the anniversary of the Effective Date.

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</tr>
</tbody>
</table>

IV. **Term and Termination.** This Schedule shall commence as of the Effective Date, and shall continue for two (2) years thereafter, unless earlier terminated pursuant to the Master Agreement.

Page 299 of 379
EncoderPro.com Standard
Product Schedule

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule") with an Effective Date of November 1, 2016. Optum is an affiliate of OptumInsight, Inc., and this Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer dated May 31, 2012 (the "Agreement"), which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows:

I. License of EncoderPro.com Standard

A. EncoderPro.com Standard. Optum grants Customer the nonexclusive, nontransferable right to use the following EncoderPro.com coding information look up service: EncoderPro.com Standard (the "Services", which is included in the definition of Services in the Agreement). EncoderPro.com is a coding tool that provides search options to guide the user to appropriate ICD-9, ICD-10, HCPCS, and CPT codes in one search as well as referential content related to each code searched.

B. Use of Services. Customer has the nonexclusive, nontransferable right to use the Services for its lawful business operations. Customer acquires no rights to the Services or to the information and data accessed via the Services, except the right to use the information and data solely for Customer's own business purposes, in accordance with this Schedule. Customer shall have no right to allow any person or entity that is not an employee or consultant of Customer to access the Services, directly or indirectly in any way.

C. Number of Users. The number of authorized "Users" of EncoderPro.com Standard at Customer is as follows: a total of thirty-five (35) users. If the number of Users increases, Customer agrees to notify Optum in writing within ten (10) days thereafter and pay additional license fees upon receipt of an acceptable invoice for any increase in the number of Users under this Schedule. Pursuant to Optum's agreement with the American Medical Association, a User is an individual employee or contractor of Customer who:

   1. Accesses, uses, or manipulates Current Procedural Terminology ("CPT") coding contained in the Service; or
   2. Accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Service even though CPT coding may not be visible or directly accessible; or
   3. Makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

D. User ID and Security. Optum shall provide Customer with a User ID for each purchased user license to access the Services via the EncoderPro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to Customer's employees and consultants who have a need to access the Services and who agree to abide by the terms of this Schedule. It shall be the ongoing responsibility of Customer to administer User ID(s) for anyone to whom Customer has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the services or who are no longer employed by Customer. All fees incurred by persons to whom Customer has disclosed a User ID shall be Customer’s sole responsibility.
E. Delivery and Updates. Opum shall make each component of the Services available to Customer as it becomes available for general release from Opum, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by Opum for the Services.

F. Accuracy and Errors. Customer agrees that Opum and its employees and agents shall not be held responsible or liable for any actions taken by Customer or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Services. No later than thirty days from the date of Customer's receipt of access to the Services or any update of the Services, Customer shall advise Opum in writing of any known errors or suspected errors that may materially affect the Services.

II. Technical Support. Technical support is available Monday through Friday between 8:00 am and 5:00 pm Central time. During this time technical support is available. Customer will have access to Opum technical support through a toll-free number or through the respective sales representative. Technical support consists primarily of answers to questions related to the use and access of the software and the repair of software "bugs." Technical support is also available through email and the User-Resources Web page.

III. Fees and Payment. As of the Effective Date, Customer shall pay Opum the first year license fee specified below. For each subsequent year of the Schedule, Opum will invoice Customer for the applicable fee (assuming Customer's number of licenses purchased for Users has not exceeded the number authorized above). The fee for any year after the first year of the Schedule is due on the anniversary of the Effective Date.

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IV. Term and Termination. This Schedule shall commence as of the Effective Date, and shall continue for three (3) years thereafter, unless earlier terminated pursuant to the Master Agreement.
ASCII Files License
Product Schedule

Opum360, LLC ("Opum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule"), with an Effective Date of December 1, 2016. The Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer, dated May 31, 2012 (the "Agreement"), which has been assigned to Opum360, LLC for the purposes of this Schedule. The parties agree as follows:

I. Grant of License:

A. Files Licensed: Opum hereby grants to Customer a nonexclusive, nontransferable license to use the ASCII files (the "Files") identified below under the terms of this Schedule. The Files are included in the definition of "Data" in the Agreement. This Schedule includes a sublicense to use the Current Procedural Terminology ("CPT") codes embedded in the Files, if any.

<table>
<thead>
<tr>
<th>File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT w/ RVUs Data File</td>
</tr>
<tr>
<td>HCPCS Denial Data File</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
</tr>
</tbody>
</table>

B. Use of Files: Customer has the right to use the Files for its lawful business use, and as set forth on the profile form Customer will complete before data delivery. Customer agrees to hold the Files and the data contained therein in strict confidence and agrees not to provide, disclose or otherwise make available any of such to any third party. Customer shall have no right to allow any person or entity that is not an employee, contractor, or consultant of Customer to access the Files, directly or indirectly, in any way. Customer shall not publish, translate or transfer possession of the Files or create derivative works based on the Files. Customer shall not disclose, allow disclosure of, or sublicense the Files to any third party or allow any third party access to or use the Files, except as permitted by this Schedule or the Agreement. Customer shall not use the Files or CPT contained therein on any public, computer-based information system or public electronic bulletin board, including but not limited to the Internet. This provision shall survive the termination of this Schedule.

C. Number of Licensed Sites and Users: The number of concurrent users (individuals accessing the Files directly) of the Files is set forth in Section II.A below. Should these numbers increase, Customer agrees to notify Opum in writing within forty-five (45) days thereafter and pay additional license fees in order to include the additional Customer sites and users under this Schedule.

II. Fees and Payment Terms:

A. License Fees: For each year of this Schedule, Customer shall pay an annual license fee to Opum for use of the Files by the specified number of users, as set forth in the table below.
### Exhibit 2

#### Renewal Year 1
12/1/16-11/30/17

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$15.50</td>
<td>5,000</td>
<td>$77,500.00</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$35.00</td>
<td>200</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

Renewal Year 1 Total Annual License Fees: $89,500.00

#### Renewal Year 2
12/1/17-11/31/18

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$16.50</td>
<td>5,000</td>
<td>$82,500.00</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$35.00</td>
<td>200</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

Renewal Year 2 Total Annual License Fees: $94,500.00

#### Renewal Year 3
12/1/18-11/30/19

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$17.50</td>
<td>5,000</td>
<td>$87,500.00</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$35.00</td>
<td>200</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

Renewal Year 3 Total Annual License Fees: $99,500.00

**B Fees for Third Party Components.** The fees set forth above include fees for any third party-owned pieces of the Files, including without limitation, CPT codes that may be embedded in the Files. Optum may increase the prices set forth above to the extent that Optum's vendors increase the price for the products to Optum. Optum shall, prior to imposing an increase, notify Customer of the effective date of the increase.

**C Payment Terms.** For the first year of this Schedule, Optum shall invoice Customer for the annual license fees on the Effective Date. For each subsequent year of this Schedule, Optum shall invoice Customer for the annual license fees on each anniversary of the Effective Date. Customer agrees to pay Optum in accordance with Mississippi state law on timely payments for purchases by public bodies, which generally provides for payment within forty-five (45) days of the receipt of invoice.
III. Accuracy and Errors. Customer agrees that Optum and its licensors shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Files, or for any damage (including, but not limited to consequential damage) resulting from it. No later than thirty (30) days from the date of Customer's receipt of access to the Files or any update of the Files, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Files.

IV. Term and Termination.

A. Term. This Schedule shall commence as of the Effective Date, and shall continue for three (3) years thereafter (the "Initial Term"), unless terminated earlier pursuant to this Schedule or pursuant to the Agreement.

B. Effect of Termination. Upon termination of this Schedule for any reason, Customer shall immediately: (i) discontinue all use of the Files and documentation, and remove the Files from all hard disks or all computers; (ii) return to Optum all copies of the Files and documentation within the possession or control of Customer, and (iii) provide to Optum written certification that (i) and (ii) have been accomplished.

V. AHA Terms. The following applies to the extent that the Product contains content licensed to Optum by the American Hospital Association ("AHA Content"): 

A. Optum's right to provide the AHA Content to Customer in connection with the Optum Files pursuant to this Schedule is dependent upon the continuation of the contractual relationship between Optum and Health Forum. If the contractual relationship between Optum and Health Forum expires or is otherwise terminated, this Section V pertaining to AHA Terms will be immediately terminated and Customer will be required to discontinue all use of the AHA Content pursuant to this Schedule. Customer will not contest or challenge (or assist others to so do) AHA's rights with respect to the AHA Content.

B. AHA provides the AHA Content "AS IS" and expressly disclaims all warranties, conditions, representations, indemnities and guarantees, whether express or implied, arising by law, custom or prior oral or written statements, with respect to the AHA Content (including, but not limited to, any warranty of satisfactory quality, merchantability, fitness for a particular purpose, title and non-infringement, accuracy (timeliness, and completeness)) to the maximum extent allowed by law. AHA further disclaims, and shall have no liability for, any errors, omissions or inaccuracies in the AHA Content or any uses, misuse or interpretations of the information contained in or not contained in the AHA Content. AHA also does not warranty that the AHA Content will be accessible in any particular hardware/software environment. Customer shall be solely responsible for the use, efficiency, and suitability of the AHA Content.

C. In no event will AHA be liable for any indirect, special, or consequential (including lost profits), exemplary or punitive damages arising out of or related to this Schedule, or performance or breach of this Schedule, even if it has been advised of the possibility of such damages. AHA's liabilities under this Schedule, if any, shall in no event exceed the sum of the fees actually received by Optum in connection with this Schedule for the applicable AHA Content.

D. If Customer is a United States federal government agency, the following applies:

(1) ICD-9-CM Coding Clinics: This product contains AHA CODING CLINIC® FOR ICD-9-CM content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation as applicable, which was developed exclusively at private expense by the American Hospital Association, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S.
government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1996), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

(2) HCPCS CODING CLINIC. This product contains AHA CODING CLINIC® FOR HCPCS content which is commercial technical data and/or computer data bases and/or computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association ("AHA"), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1996), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

(3) UB-04 Manual. This product contains OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL <YEAR> content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association ("AHA"), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1996), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.
This document (hereinafter referred to as “Amendment Number 8”) shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, November 3, 2016, and November 28, 2016 (hereinafter referred to as “Master Agreement”), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 (hereinafter referred to as “OptumInsight”), 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”).

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 8, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) UMMC has a need for custom data files as specified in the Custom Data for Use with Epic Systems Product Schedule which is attached to this Amendment Number 8 and incorporated herein as Exhibit G, and OptumInsight agrees to provide such data pursuant to the terms of the Master Agreement and this Amendment Number 8 upon signature at the prices stated in the attached Exhibit G.

2) The third sentence of Article 10.7 “Notices” shall be and hereby is revised to read: "Customer’s address for notice is: Mr. Lionel Braud, Chief Revenue Cycle Officer, University of Mississippi Medical Center, 604 Clinton Center Drive, Suite 4300, Clinton, Mississippi 39056, with a copy of all notices to Customer also being sent to University of Mississippi Medical Center, Attention General Counsel, 2500 North State Street, Jackson, Mississippi 39216."

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: November 1, 2017

OptumInsight, Inc.

By: ________________________
Authorized Signature

Printed Name: Daniel J. Weaver
Title: Chief of Staff, Optum 360
Date: November 1, 2017
EXHIBIT G
CUSTOM DATA FOR USE WITH EPIC SYSTEMS
PRODUCT SCHEDULE

I. Subscription to Data Systems.
   A. License. Customer hereby licenses from OptumInsight and OptumInsight agrees to license to Customer the databases marked below (all of which are deemed to be “Data” under the Master Agreement). Customer represents and warrants that Customer has a license to use CPT codes in connection with the Epic Systems applications.
   B. Custom Data Files for Use with Epic Systems Corporation’s Application Systems: National Coverage Determination (“NCD”) and Local Coverage Determination (“LCD”) Data FOR THE FOLLOWING STATES (Data will be for the contractor as of the Effective Date and any replacements for that contractor):

<table>
<thead>
<tr>
<th>List State</th>
<th>Part A</th>
<th>Part B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

☑ Optum Custom Correct Coding Initiative (CCI) Files (for Physicians)

Licensed Use. Customer’s right to use the Data is limited to the uses stated in this Schedule. Customer may use the Data only in conjunction with Epic Systems Corporation’s software application systems for edit checking and ABN processing with Medicare and commercial payers (the “Epic Systems”). Customer may grant access to the Data to others only to the same extent that the Customer has the right to grant access to the Epic Systems software with which Customer is using the Data, under the Customer’s license agreement with Epic Systems Corporation.

C. Community Connect Partners. Customer may permit its Community Connect Partner(s) (defined below) to receive electronic medical record hosting services through Customer’s use of the Data in accordance with the terms of this Schedule. Customer represents and warrants that it shall bind each Community Connect Partner, listed below, to the terms in this Schedule that are applicable to Customer (including any terms associated with: the use of CPT codes, confidentiality, licensed use, fees, billing, audit, and/or claims amount reporting). Community Connect Partners are non-affiliated providers that access Customer’s single Epic system with Customer’s single Claims Manager Professional system.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi State Department of Health</td>
<td>570 East Woodrow Wilson Drive Jackson, MS 39216</td>
</tr>
</tbody>
</table>
Customer may add additional Community Connect Partners upon written amendment executed by both parties.

D. **Limitations on Use.** Customer may not modify the Data or create any derivative works based on the Data. Customer may not use the Data to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer shall not disclose any of the Data outside Customer's entity, except as expressly permitted under this Schedule.

E. **Informational Tool.** The Data is provided to Customer for informational purposes only. Customer acknowledges that the Data is a tool that Customer may use in various ways in its internal business. OptumInsight disclaims any endorsement, approval or recommendation of particular uses of the Data either in general or with respect to Customer's operations. Any reliance upon, interpretation of and/or use of the Data by Customer is solely and exclusively at the discretion of Customer. Customer shall not represent the Data in any way other than as expressed in this Schedule.

II. **Delivery and Support.**

A. **Delivery and Updates.** After the initial delivery of the Data, the NCD/LCD Data will be updated monthly and the CCI/OCE Data will be updated quarterly.

B. **Technical Telephone Support.** Customer is entitled to OptumInsight's standard technical telephone support for the Data, at no additional charge, during OptumInsight's normal business/support hours of 7:00 A.M. to 6:00 P.M. Central Time, Monday through Friday. Technical telephone support consists primarily of answers to questions regarding installation, setup, Data structure, design and updates. This service may not be used for training purposes. Customer may obtain training from OptumInsight at OptumInsight's then-current charges.

III. **Fees and Payment Terms.** Customer shall pay OptumInsight an annual license fee for the Data as set forth below. OptumInsight shall invoice Customer for the Year 1 fees upon execution of Amendment Number 8 by all parties. Thereafter, OptumInsight shall invoice Customer annually for the fees due each year on each anniversary of the Effective Date. Customer agrees to pay OptumInsight in accordance with Mississippi law on timely payments for purchases by public bodies, which generally provides for payment of undisputed invoices within forty-five (45) days of the receipt of the invoice.

<table>
<thead>
<tr>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Database</strong></td>
</tr>
<tr>
<td>Database</td>
</tr>
</tbody>
</table>

---

OptumInsight, Inc.-UMMC-43534-1150 & 1151-Nov2017-Amendment #8 to Master Services & License
IV. Term and Termination.

A. Term. This Schedule shall commence on November 1, 2017 and shall continue for an initial term of five (5) years thereafter unless earlier terminated pursuant to the Master Agreement. Upon completion of the 5 year initial term, this Schedule may, upon the written agreement of the parties, be renewed for an additional term, at fees not exceeding a 3.5% increase over the prior year's fees.

B. Effect of Termination or Expiration. Upon expiration or termination of this Schedule for any reason, Customer shall immediately: (1) discontinue all use of the Data and documentation, (2) remove the Data from all hard disks on all computers; (3) destroy all copies of the Data and documentation within the possession or control of Customer; and (4) provide to OptumInsight written certification that these actions have been accomplished.
PROJECT NUMBER 44753
AMENDMENT #9 TO
MASTER SERVICES & LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as "Amendment Number 9") shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 1, 2015, November 3, 2016, November 28, 2018, and November 1, 2017 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 (hereinafter referred to as "OptumInsight"), 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 30291 (hereinafter referred to as "Customer" and/or "UMMC").

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 9, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) In Amendment Number 5, UMMC procured a license for RevenueCyclePro.com software for sixty-one (61) Users with said license concluding on October 14, 2018. UMMC desires to renew the license for the sixty-one (61) Users for three (3) additional years beginning on November 1, 2018 and continuing through the close of business on October 31, 2021 at the pricing specified in the RevenueCyclePro.com Product Schedule attached to this Amendment Number 9. Effective November 1, 2018, the RevenueCyclePro.com Product Schedule in Amendment Number 5 shall be and hereby is deleted and replaced by the RevenueCyclePro.com Product Schedule attached to this Amendment Number 9.

2) For purposes of this Amendment Number 9, Optum360, LLC has assumed responsibility for the administration and the performance of the RevenueCyclePro.com Services. Optum360, LLC, as an affiliate of OptumInsight, agrees to be bound by the terms of the Master Agreement.

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: October 31, 2018

Optum 360, LLC

By: [Authorized Signature]

Printed Name: Todd Gustin
Title: SVP & General Manager
Date: October 31, 2018

University of Mississippi Medical Center

By: [Authorized Signature]

Printed Name: LouAnn Woodward, M.D.
Title: Vice Chancellor for Health Affairs
Date: October 31, 2018
Exhibit 2

RevenueCyclePro.com
Product Schedule

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this RevenueCyclePro Product Schedule (the "Schedule"); with an Effective Date of November 1, 2018. Optum is an affiliate of OptumInsight, Inc., and this Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer dated May 31, 2012 (the "Agreement"), which for purposes of the RevenueCyclePro.com Services has been assigned to Optum. The parties agree as follows:

1. License of RevenueCyclePro.com.

A. RevenueCyclePro.com. Optum grants Customer the nonexclusive, nontransferable right to use the RevenueCyclePro.com service with Coders Dictionary add-on (the "Services", which is included in the definition of Services in the Agreement).

B. Use of Services. Customer has the nonexclusive, nontransferable right to use the Services for its lawful business operations. Customer acquires no rights to the Services or to the information and data accessed via the Services, except the right to use the information and data solely for Customer's business purposes, in accordance with this Schedule. Customer shall have no right to allow any person or entity that is not an employee or consultant of Customer to access the Services, directly or indirectly in any way.

C. Number of Sites and Users. The number of authorized "Users" of RevenueCyclePro.com as Customer is as follows: a total of sixty-one (61) Users. If the number of Users increases, Customer agrees to notify Optum in writing within ten (10) days thereafter and pay additional license fees upon receipt of an acceptable invoice for any increase in the number of Users under this Schedule. Pursuant to Optum's agreement with the American Medical Association, a User is an individual employee or contractor of Customer who:
   1. accesses, uses, or manipulates Current Procedural Terminology ("CPT®") coding contained in the Service; or
   2. accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Service even though CPT coding may not be visible or directly accessible; or
   3. makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

D. User ID and Security. Optum shall provide Customer with a User ID for each purchased user license to access the Services via the RevenueCyclePro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to Customer's employees and consultants who have a need to access the Services and who agree to abide by the terms of this
Schedule. It shall be the ongoing responsibility of Customer to administer User ID(s) for anyone to whom Customer has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by Customer. All fees incurred by persons to whom Customer has disclosed a User ID shall be Customer’s sole responsibility.

E. Delivery and Updates. Optum shall make each component of the Services available to Customer as it becomes available for general release from Optum, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by Optum for the Services.

F. Accuracy and Errors. Customer agrees that Optum and its employees and agents shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Services. No later than thirty days from the date of Customer’s receipt of access to the Services or any update of the Services, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Services.

II. Technical Support. Technical support is available Monday through Friday between 8:00 am and 6:00 pm Central time. During the time technical support is available, Customer will have access to Optum technical support through a toll-free number or through the respective sales representative. Technical support consists primarily of answers to questions relating to the use and access of the software and the repair of software “bugs.” Technical support is also available through email and the User-Resources Web page.

III. Fees and Payment. As of the Effective Date, Customer shall pay Optum the first year license fee specified below. For each subsequent year of this Schedule, Optum will invoice Customer for the applicable fee (assuming Customer’s number of licenses purchased for Users has not exceeded the number authorized above). The fee for any year after the first year of this Schedule is due on the anniversary of the Effective Date.

<table>
<thead>
<tr>
<th>File Name</th>
<th>Number of Users</th>
<th>Annual License Fees Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td>RevenueCyclePro.com</td>
<td>61</td>
<td>$38,430.00</td>
</tr>
<tr>
<td>Coders Dictionary add-on</td>
<td>61</td>
<td>$1,830.00</td>
</tr>
<tr>
<td>Total Annual License Fees</td>
<td></td>
<td>$40,260.00</td>
</tr>
</tbody>
</table>

IV. Term and Termination. This Schedule shall commence as of the Effective Date, and shall continue for three (3) years thereafter, unless earlier terminated pursuant to the Agreement.
From: Cindy Gosa
To: Ellen Swoope; Blakeney E. Smith
Cc: Paula Conn, CPM
Subject: [EXTERNAL] Project 44908-Optum Insight-Amendment #10 to Master Services & License Agreement
Date: Tuesday, June 11, 2019 1:07:09 PM
Attachments: fb-art_8181574a-8998-4085-aec3-5d2e6e5d3431f.png
LinkedIn_f3033ad1-d550-4a8a-b02a-c23a723cbf911.png
Project 44908-Optum-Amendment 10-UMMC to sign.pdf

Ellen,
Attached you will find Amendment #10 to Master Services & License Agreement is ready for signature.

Please: 1) print the PDF, 2) sign the contract, and 3) email the signed PDF to me at cindy.gosa@its.ms.gov as soon as possible. I will then obtain the remaining signature and return 1 fully executed original to you for your records.

Should you have any questions, please do not hesitate to call me at (601) 432-8133.

Regards,
Cindy Gosa

Cindy Gosa
Technology Consultant
MS Department of Information Technology Services
601-432-8133 | www.its.ms.gov

DISCLAIMER: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.
Blakeney,
The above-mentioned contract is ready for signature by UMMC. Please print, sign, and return to this email and cc: to Paula Conn at paula.conn@its.ms.gov.

I will return a fully executed copy to you for your records.

Thank you,
Cindy

Cindy Gosa
Technology Consultant
MS Department of Information Technology Services
601-432-8133 | www.its.ms.gov

DISCLAIMER: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.
PROJECT NUMBER 44770
AMENDMENT #1 TO
SUPPORT RENEWAL AMENDMENT TO SYSTEM AND SERVICE AGREEMENT
BETWEEN
PHILIPS HEALTHCARE, A DIVISION OF PHILIPS NORTH AMERICA LLC (f/k/a PHILIPS
HEALTHCARE, A DIVISION OF PHILIPS ELECTRONICS NORTH AMERICA
CORPORATION AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 42968)

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Support Renewal Amendment to System and Service Agreement executed on December 23, 2016 (hereinafter referred to as "Agreement"), between Philips Healthcare, a division of Philips North America LLC (f/k/a Philips Healthcare, a division of Philips Electronics North America Corporation, having its principal place of business at 3000 Minuteman Road, Andover, Massachusetts 01810 (hereinafter referred to as "Contractor" and/or "Philips"), 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 Customer are sometimes collectively referred to herein as "State."

WHEREAS, the original Agreement specified that Contractor was the sole source provider of the eCareManager software provided herein; and

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 4200 in an attempt to recertify 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, ITS, Customer, and Contractor, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement:

As a result of this Amendment Number 1, Contractor agrees to provide the additional licenses and implementation services listed in the table below. Customer shall pay Contractor according to the costs listed in the table below, not to exceed $92,185.20.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRODUCT NUMBER</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 eICU licenses to be transferred to Grenada</td>
<td>865325-B02</td>
<td>$0.00</td>
</tr>
<tr>
<td>Implementation Service Fees</td>
<td>860454</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>First Data 1 Unit 09/29/17—12/31/2017</td>
<td>865325-FD1</td>
<td>$856.16</td>
</tr>
<tr>
<td>First Data 1 Unit 01/01/2018—12/31/2018</td>
<td>865325-FD1</td>
<td>$2500.00</td>
</tr>
<tr>
<td>First Data 1 Unit 01/01/2019—10/31/2019</td>
<td>865325-FD1</td>
<td>$2,082.19</td>
</tr>
<tr>
<td>Apache 9 Beds 09/29/17—12/31/2017</td>
<td>865325-A01</td>
<td>$1,849.32</td>
</tr>
</tbody>
</table>
Exhibit 3

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRODUCT NUMBER</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apache 9 Beds 01/01/2018—12/31/2018</td>
<td>865325-A01</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>Apache 9 Beds 01/01/2019—10/31/2019</td>
<td>865325-A01</td>
<td>$4,497.63</td>
</tr>
<tr>
<td><strong>GRAND TOTAL:</strong></td>
<td></td>
<td><strong>$9,897.63</strong></td>
</tr>
</tbody>
</table>

All other terms and conditions of the Agreement executed on December 23, 2016, 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

By: ____________________________

Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: ____________________________

University of Mississippi Medical Center

By: ____________________________

Authorized Signature

Printed Name: LouAnn Woodward, M.D.
Title: Vice Chancellor of Health Affairs
Date: ____________________________

Phillips Healthcare, a division of Philips North America LLC (f/k/a Philips Healthcare, a division of Philips Electronics North America Corporation)

By: ____________________________

Authorized Signature

Printed Name: Thuy Hong
Title: Sr. Manager, Contract Mgmt
Date: 6/4/2019
Exhibit 3

PHILIPS

Project # 42968
Philips/University of Mississippi Medical Center
Support Renewal Amendment to System and Service Agreement

This Support Renewal Amendment (the “Support Agreement”) is made and entered into the date it is
signed by all parties (the “Support Agreement Effective Date”) and shall addend the eCareManager
System and Service Agreement (the “Agreement”) by and between Philips Healthcare, a division of
Philips Electronics North America Corporation (“Philips” and/or “Contractor”), formerly contracted with
VISICU, Inc., and The University of Mississippi Medical Center (“Customer” and/or “UMMC”) effective
August 13, 2008 with attachments and addendums thereto. This Support Agreement shall replace the
Support Renewal Amendment dated August 27, 2013 and signed by Customer on October 22, 2013.
Except as otherwise defined in this Support Renewal Amendment, terms used in this Support Renewal
Amendment shall have the meanings given to them in the Agreement. All other terms and conditions of
the Agreement that are not herein modified shall remain in full force and effect and shall apply to this
Support Renewal Amendment.

WHEREAS, in 2008 UMMC received approval from the Mississippi Department of Information
Technology Services (“ITS”) Board for a sole source acquisition to purchase the eCareManager software
and UMMC thereafter executed the Agreement with VISICU, Inc. without ITS participation; and

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

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 3941 in an attempt to re-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; and

WHEREAS, the parties do hereby agree that the Agreement shall be modified so as to reflect that ITS is
now the contracting agent for UMMC moving forward and the Agreement shall be revised to reflect that;

NOW THEREFORE, ITS, UMMC, and Philips, by entering into this Amendment, mutually agree that
the following provisions shall modify the aforementioned Agreement:

1) Support Term Extension:
As set forth in the Support Renewal Amendment dated August 27, 2013, the current term for the Software
Support Agreement in Exhibit C of The System and Service Agreement (the “Software Support
Agreement”) will expire on October 31, 2016. As amended, the term for the Software Support
Agreement shall be extended for an additional three (3) years through October 31, 2019. Upon expiration
of the Software Support Agreement term on October 31, 2019, the support term may, upon the written
agreement of all parties, be renewed for an additional term, the length of which will be agreed upon by the
parties.
2) **Bed Commitment Extension:**
As set forth in the Support Renewal Amendment, the current commitment date to purchase the license for a total of one hundred eighty one (181) Participating Beds was extended to October 31, 2016. To date, Customer has purchased the license for one hundred nineteen (119) of the one hundred eighty one (181) committed Participating Beds. Philips, in good faith, agrees to extend the deadline for an additional three (3) years through October 31, 2019.

3) **Support Fees:**
Customer shall pay annual Philips eCareManager Software support fees for the services in Exhibit C of the Software Support Agreement. The total Annual Support Fees as of the Support Agreement Effective Date are as follows:
- Philips eCareManager Software (incl. interfaces) = $283,788.00 (invoiced per quarter at $70,947.00)
- Annual APACHE = $48,000.00
- Annual First DataBank = $17,500.00
The Support fees shall not be reduced or increased based on the extent of use or lack of use of any module, or any decrease in Participating Beds or users for the then-current support term. At the end of the then-current support term Philips will have the right to increase the support fees as set forth in Exhibit C of the Software Support Agreement.

4) **Article 14.6 “Notices” of the Agreement is revised so as to add the following:** ITS’ address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211.

5) **The Agreement shall be revised so as to include the following articles:**
   **Statutory Authority:** By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer’s or Contractor’s contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Purchaser’s funding source.

   **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.
Employment Protection Act: If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State 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. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

In witness whereof, the parties have executed this Support Renewal Amendment as of the date shown below.

Philips Healthcare

By: [Signature]

Name: Mary Asloniec

Title: Sr. Manager, Contracts

Date: October 31, 2016

Mississippi Department of Information Technology Services, as an agent of the University of Mississippi Medical Center

By: Craig P. Orgeron

Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: October 31, 2016
This Revised eICU Addendum #3 (the "Revised Addendum #3") is made and entered into April 1, 2013 (the "Revised Addendum #3 Effective Date") and shall addend the eCareManager System and Service Agreement (the "Agreement") by and between Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips"), formerly contracted with VISICU, Inc., and The University of Mississippi Medical Center ("Customer") effective August 13, 2008 with attachments and addendums thereto.

RECITALS

A. WHEREAS, Philips received a Notice of non-renewal from Customer dated October 15, 2012.

B. WHEREAS, Customer intends to continue to use the System and Support Services provided by Philips upon the parties’ agreement to remove The Delta Health Alliance from the Agreement pursuant to Revised Addendum #2.

NOW THEREFORE, in consideration of the mutual covenants and other terms and conditions set forth below, the parties agree as follows:

ADDENDUM #3

1. The parties agree to withdraw the Notice of non-renewal dated October 15, 2012.

2. The original deadline to true up all Software licenses as agreed in the Agreement was December 13, 2012; however, Philips, in good faith, agrees to extend the deadline to October 31, 2013. To date, Customer has purchased 119 bed licenses, with 62 remaining to be purchased to meet the commitment of 181 beds.

3. Upon expiration of the initial Software Support Agreement Term, the parties agree to renew the Support Term through October 31, 2013.

4. Commencing with the renewal date of the Software Support Agreement, Philips will not charge Customer for First Databank and APACHE fees on licenses not in use. When such licenses are placed back into service, either at owned or outreach facilities, Philips will charge Customer then current fees for the use of these licensed products.

5. Except as expressly set forth herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. In the event of any inconsistency or conflict between this Addendum and the Agreement, the terms and conditions of the Addendum shall govern and control.
In witness whereof, the parties have executed this Addendum #3 as of the date first written above.

Phillips Healthcare
By: ____________________________
Name: Margaret H. Messelaar
Title: Sr. Manager, Commercial Contracts
Date: 5/3/2013

The University of Mississippi Medical Center
By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________
PHILIPS

Philips/The University of Mississippi Medical Center/Delta Health Alliance
Revised eICU ADDENDUM #2 TO
SYSTEM AND SERVICE AGREEMENT

This Revised eICU Addendum #2 (the “Revised Addendum #2”) is made and entered into March 21, 2013 (the “Revised Addendum #2 Effective Date”) and shall addend the eCareManager System and Service Agreement (the “Agreement”) by and between Philips Healthcare, a division of Philips Electronics North America Corporation (“Philips”), formerly contacted with VISICU, Inc., and The University of Mississippi Medical Center and The Delta Health Alliance (“Customer”) effective August 13, 2008 with attachments and addendums thereto.

RECITALS

A. WHEREAS, Customer intends to remove Delta Health Alliance as one of the contracted parties under the Agreement, as amended.

NOW THEREFORE, in consideration of the mutual covenants and other terms and conditions set forth below, the parties agree as follows:

ADDENDUM #2

1. The parties agree that upon execution of this Addendum, Delta Health Alliance (“DHA”) will be removed as one of the contracted parties herein.

2. All rights, responsibilities and liabilities of DHA pursuant to the Agreement, as amended, will automatically terminate and revert to the University of Mississippi Medical Center. DHA shall immediately discontinue use of the Software and remove the Software from DHA’s Hardware and return such Software and any related materials (including, without limitation, Software Documentation and the Program Documentation), and any back-up copies thereof, to Philips (or shall destroy the Software and related materials and certify in writing to Philips such destruction) and will purge all copies of the Software from DHA’s computer processors or storage media on which such Software has been installed.

3. DHA and Philips shall return to the other party, such party’s Confidential Information, or shall destroy such Confidential Information and certify in writing to the other party such destruction.

4. No Support Services will be provided to DHA upon execution of this Addendum.

5. Except as expressly set forth herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. In the event of any inconsistency or conflict between this Addendum and the Agreement, as amended, the terms and conditions of the Addendum shall govern and control.
In witness whereof, the parties have executed this eICU Addendum #2 as of the date first written above.

Philips Healthcare

By: Jennifer Ziolkowski
Name: Jennifer Ziolkowski
Title: Senior Director of Finance
PCC
Date: 4/18/13

University of Mississippi Medical Center

By: 
Name: 
Title: Vice Chancellor for Health Affairs
Date: 4/18/13

Delta Health Alliance

By: 
Name: Karen Matthews
Title: CEO President
Date: 3-18-13
Ellen,

Attached you will find Amendment #10 to Master Services & License Agreement is ready for signature.

Please: 1) print the PDF, 2) sign the contract, and 3) email the signed PDF to me at cindy.gosa@its.ms.gov. as soon as possible. I will then obtain the remaining signature and return 1 fully executed original to you for your records.

Should you have any questions, please do not hesitate to call me at (601) 432-8133.

Regards,
Cindy Gosa

Cindy Gosa
Technology Consultant
MS Department of Information Technology Services
601-432-8133 | www.its.ms.gov

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PROJECT NUMBER 44883
AMENDMENT # 1 TO
PERFORMANCE SUITE™ SOLUTIONS SUBSCRIPTION AGREEMENT
BETWEEN
PREMIER HEALTHCARE SOLUTIONS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 43037)

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Performance Suite™ Solutions Subscription Agreement executed on November 14, 2017 (hereinafter referred to as "Agreement"), between Premier Healthcare Solutions, Inc. a Delaware corporation having its principal place of business at 13034 Ballantyne Corporate Place, Charlotte, North Carolina 28277 (hereinafter referred to as "Premier"), 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"). ITS and Customer are sometimes collectively referred to herein as "State."

NOW THEREFORE, ITS, Customer, and Premier, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement:

WHEREAS, the original Agreement specified that Premier was the sole source provider of the TheraDoc Clinical Surveillance System Support and Maintenance provided herein; and

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 4212 in an attempt to re-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:

1) Article 2. (a), "Fees" shall be and hereby is amended so as to add the following: "As a result of this Amendment Number 1, Premier agrees to provide the additional support services listed in Exhibit A, which is attached to this Amendment Number 1 and incorporated herein by reference. Customer shall pay Premier according to the costs specified in Exhibit A, not to exceed $771,176.00."

2) Article 3. (a) under "Term" shall be and hereby is amended so as to renew the Agreement for three (3) years beginning July 1, 2018 and continuing through the close of business on June 30, 2022.
All other terms and conditions of the Agreement executed on November 14, 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

By: [Signature]

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 6/21/19

Premier Healthcare Solutions, Inc.

By: [Signature]

Printed Name: Michelle Allen
Title: Vice President, Clinical Surveillance
Date: 6/20/2019
EXHIBIT A

This Solution Exhibit (the "Solution Exhibit"), effective as of July 1, 2019, is being entered into by and between Premier Healthcare Solutions, Inc., a Delaware corporation ("Premier"), and the Mississippi Department of Information Technology Services, as contracting agent for the University of Mississippi Medical Center ("Customer") pursuant and subject to the Performance Suite™ Solution Subscription Agreement (as amended, the "Agreement") entered into by the parties as of November 1, 2017. This Solution Exhibit shall be deemed to be an amendment to the Agreement, and except as otherwise modified herein, all terms of the Agreement shall remain unchanged. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE SOLUTIONS

This Solution Exhibit, together with any Solution Specific Terms attached hereto and made a part hereof, contains the terms and conditions applicable to the Solution(s) identified in the chart below, and each shall be considered a "Solution" as defined in the Agreement.

<table>
<thead>
<tr>
<th>SOLUTION(S)</th>
<th>SOLUTION SPECIFIC TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clinical Surveillance (powered by Theracode) (on-premise)</td>
<td>Schedule 1</td>
</tr>
</tbody>
</table>

II. TERM

The applicable term for the Solution(s) shall commence as of the Start Date, identified below, and shall continue until the End Date, identified below (the "Term").

<table>
<thead>
<tr>
<th>SOLUTION(S)</th>
<th>START DATE</th>
<th>END DATE</th>
<th>TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clinical Surveillance</td>
<td>7/1/19</td>
<td>6/30/22</td>
<td>3 years</td>
</tr>
</tbody>
</table>

III. FEES

A. Solution Fees: The fees applicable to the Solution(s) during the Term are identified in the chart below.

<table>
<thead>
<tr>
<th>Solution(s)</th>
<th>Y1: 7/1/19 - 6/30/20</th>
<th>Y2: 7/1/20 - 6/30/21</th>
<th>Y3: 7/1/21 - 6/30/22</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Annual Fee</td>
<td>Quarterly Fee</td>
</tr>
<tr>
<td>Clinical Surveillance</td>
<td>$244,624</td>
<td>$256,950</td>
<td>$239,936</td>
</tr>
<tr>
<td></td>
<td>$31,156</td>
<td>$64,216</td>
<td>$67,424</td>
</tr>
</tbody>
</table>

B. Expenses: Customer shall reimburse Premier for out-of-pocket and travel expenses incurred in connection with the Solutions (the "Premier Expenses"). The Premier Expenses shall be in accordance with the Premier Corporate Travel Policy. Expenses will be invoiced monthly as incurred.
IV. BILLING INFORMATION

<table>
<thead>
<tr>
<th>Billing Contact Name:</th>
<th>Accounts Payable</th>
<th>PO Required:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Email Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Address:</td>
<td>2500 North State Street, Jackson, MS 39216</td>
<td>Travel Receipts Required:</td>
</tr>
<tr>
<td>Billing Frequency:</td>
<td>Quarterly</td>
<td>Payment Terms: 45 days</td>
</tr>
</tbody>
</table>

V. AUTHORIZED USERS

Only Authorized Users are permitted to access and use the Solution(s). The term "Authorized Users" means the employees of the following Customer facilities:

<table>
<thead>
<tr>
<th>Entity Code</th>
<th>Customer Facilities</th>
<th>City, State</th>
<th>NPI</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS0057</td>
<td>University of Mississippi Medical Center, including Jackson, MS</td>
<td>Jackson, MS</td>
<td>250001</td>
</tr>
<tr>
<td>810529</td>
<td>UMMC Batson Children's Hospital</td>
<td>Jackson, MS</td>
<td></td>
</tr>
<tr>
<td>MS0039</td>
<td>UMMC Grenada</td>
<td>Grenada, MS</td>
<td>250138</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, Premier and Customer have each caused this Solution Exhibit to be executed by its duly authorized representatives.

[Signatures]

Premier Healthcare Solutions, Inc.
Charlotte, North Carolina

[Signatures]

The Mississippi Department of Information Technology Services, as contracting agent for the University of Mississippi Medical Center
Jackson, Mississippi

By: [Signature]
Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 6/21/19

By: [Signature]
Name: Michelle Allen
Title: VP Safety Operations
Date: 6/29/2019
Clinical Surveillance powered by Theradoc Solution

a. Clinical Surveillance powered by Theradoc®: a real-time clinical surveillance solution that enables clinicians to proactively identify at-risk patients, prioritize actions for improved patient care, and "get back time" to impact department and organizational initiatives. With tools that can instantly be customized, clinicians are empowered to engage with the data, on demand, in a way that makes sense to them.

Infection Control Assistance: Clinical surveillance workflow built for the infection prevention team. Reduce delays and inefficiency to successfully prevent HAIs and easily report NHSN regulatory compliance reporting. Empower the infection preventionists to engage with their data, without the need for IT assistance, to identify areas for improvement in care, control outbreaks, and standardize documentation for regulatory reporting.

Pharmacy Assist™: Clinical surveillance workflow built for the pharmacy team. Gain the medication insights to help find, assess and act on patients of interest to minimize adverse drug events, improve antimicrobial stewardship, manage anticoagulants, reduce LOS, decrease the cost of care, and document department initiatives around improved patient care.

b. Additional Services. If Customer desires additional services related to the Clinical Surveillance (powered by Theradoc) Solution, then Premier will arrange for such services to be provided on a time and materials basis at Premier’s then-current negotiated rates. Additional services include, but are not limited to, interface changes, consulting services, and training services.

c. Conversion. Any type of change in the interface that would require Premier to modify the data transformations or mapping rules shall be considered a conversion. This may include:

i. Changing from one source system to a new one, e.g., Siemens to Epic

ii. Any type of changes to the master catalog data (new master lists)

iii. Changing from flat file type to HL7 from the same source, e.g., moving from EPIC flat to HL7.

iv. An HIT system conversion (an "HIT Change") requires an interface update or change. This requires an immediate notification in writing to Premier to properly plan and coordinate the transition to the new interface. If Premier fails to receive adequate written notification of the HIT Change, Premier shall not be liable for any disruption in the Clinical Surveillance (powered by Theradoc) Solution. Customer shall remain responsible for all Fees regardless of when and if notification of the HIT Change is received by Premier.

d. Upgrade. Any changes to the HIT system that need to be tested but DOES NOT result in data transformations or mapping modifications would be considered upgrades, e.g., Meditech 5.6 to Meditech 5.8 and 6.0 and will not incur additional fees. Any changes to the HIT system that needs to be tested and DOES result in data transformations or mapping modifications on behalf of Premier, e.g., Meditech 5.4 to Meditech 6.0 and will incur additional fees to be negotiated. Premier needs to be notified as soon as possible regarding any upcoming changes in order to adequately plan and coordinate the transition to the new interface and to prevent any negative consequences to Customer.

e. Interface Selection. The customer has selected the following interfaces:

<table>
<thead>
<tr>
<th>Interface Name</th>
<th>Currently In Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADT – Admitting / Discharge / Transfer</td>
<td>X</td>
</tr>
<tr>
<td>Laboratory / Microbiology Results</td>
<td>X</td>
</tr>
<tr>
<td>Interface Name</td>
<td>Currently In Use</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Pharmacy Orders</td>
<td>X</td>
</tr>
<tr>
<td>Surgery / Operating Room &amp; ICD9/10 (CPRT)</td>
<td>X</td>
</tr>
<tr>
<td>Vital Signs</td>
<td>X</td>
</tr>
<tr>
<td>Radiology</td>
<td>X</td>
</tr>
<tr>
<td>Devices / Lines</td>
<td>X</td>
</tr>
<tr>
<td>eMAR</td>
<td>X</td>
</tr>
</tbody>
</table>
This Performance Suite™ Solutions Subscription Agreement (this "Agreement") is made and entered into as of November 1, 2017 hereto by and between Premier Healthcare Solutions, Inc., a Delaware corporation ("Premier") 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 ("Customer"), ITS and Customer are collectively referred to as "State." In consideration of the mutual promises contained herein, Premier and ITS, on behalf of Customer, agree as follows:

1. Subscription to Performance Suite Solution(s).
   
   (a) Solution(s): Premier may, directly or through an Affiliate, from time to time, offer one or more Performance Suite Solution(s) and other products and services to Customer (collectively, the “Solution(s)”), as more particularly described in one or more exhibits corresponding to the Solution(s) (the “Solution Exhibit(s)”). Customer's subscription to the Solution(s) shall be subject to (i) this Agreement, (ii) the Solution Exhibit(s), (iii) the Business Associate Agreement provided with this Agreement (the "Business Associate Agreement"), (iv) the University of Mississippi Medical Center Standard Terms and Conditions Addendum attached hereto as Attachment A and (v) all other documents referenced in or attached to this Agreement, the Solution Exhibit(s), or the Business Associate Agreement (collectively, the "Transactional Agreements"), all of which are incorporated herein by this reference. "Affiliate" means, with respect to any entity, any entity that, directly or indirectly through one or more entities, controls or is controlled by, or is under common control with, such entity; "controls," "controlled" and "control" mean the possession, direct or indirect, of the power to direct the management and policies of an entity, whether through the ownership of fifty percent (50%) or more of the voting interests of such entity or otherwise. The term Affiliate with reference to Premier includes Premier Healthcare Alliance, L.P.

   (b) User Documentation. To properly access, use or enjoy the benefits of certain Solution(s), Customer must comply with Premier's user, technical and data reporting documentation and requirements, as may be amended by Premier (collectively, the "Documentation"). The Documentation shall be made available with the Solution(s) and is incorporated herein by this reference.

   (c) Third-Party Products. Certain Solution(s) may include third-party products or services (the "Third-Party Products"). To use the Third-Party Products or the Solution(s) containing a Third-Party Product, Customer must (i) comply with the terms of agreement applicable to the Third-Party Products (the "Third-Party Agreement"), which is incorporated herein by this reference, and (ii) pay the additional fees for the Third-Party Product if Premier charges those fees (the "Third-Party Product Fees"). If Premier's right to use, distribute or license a Third-Party Product terminates, then Customer's right to use such Third-Party Product shall also terminate. If there is a conflict between the terms of this Agreement and a Third-Party Agreement, then the terms of the Third-Party Agreement shall govern with respect to the Third-Party Product.

   (d) New Functionality. Premier may incorporate or implement New Functionality in the Solution(s), and when so incorporated or implemented shall constitute a part of the Solution(s). Customer may have access to and use the New Functionality so long as it pays Premier the fees that Premier charges to other customers for the New Functionality. "New Functionality" means a new, upgraded or modified function, feature, module, or other component of a Solution that will be made generally available (rather than a customized change for a specific customer).

2. Fees and Taxes.

   (a) Fees. Customer shall pay Premier the fees for the Solution(s) subscribed by Customer as set forth in the corresponding Solution Exhibit(s) and all other fees under this Agreement. Customer will also reimburse Premier for its reasonable out-of-pocket travel and other business-related expenses incurred by Premier in providing services to Customer under this Agreement. Premier will issue invoices for all fees and expenses payable by Customer under this Agreement, which shall be paid by Customer within forty-five (45) days after its receipt of the invoice. If Customer fails to timely pay any invoice, then Premier may charge Customer, and Customer shall pay Premier, interest on the unpaid portion at the rate of 1.5% per month or the maximum legal rate, whichever is less.

3. Term and Termination.

   (a) Term. Subject to earlier termination pursuant to Section 3(b), this Agreement shall commence upon execution by the parties and terminate on the expiration or termination of the last Solution Exhibit.

   (b) Termination.

   (i) Either party (who is not thebreaching party) may terminate any particular Solution Exhibit and the corresponding Solution if the other party breaches such Solution Exhibit and fails to cure such breach within thirty (30) days of receiving notice of the breach. Either party may also terminate any particular Solution Exhibit and the corresponding Solution pursuant to the termination terms, if any, of such Solution Exhibit.

   (ii) Premier may terminate any particular Solution Exhibit and the corresponding Solution with notice to Customer if Customer fails to timely pay the fees and expenses set forth in such Solution Exhibit, unless Customer cures such failure within three (3) days of receiving notice from Premier, provided that, if such failure recurs more than three (3) times in any twelve-month period, Premier may immediately terminate such Solution Exhibit with notice to Customer.

   (iii) Either party (who is not the breaching party) may terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. The parties agree that a material breach of this Agreement shall include any breaches of Section 2, 4, 5, 6, 7, 9, or 10 of this Agreement.
(iv) The non-affected party may terminate this Agreement immediately with notice to the affected party upon any of the following occurrences (unless the non-affected party waives such termination): (A) a receiver or trustee is appointed for the affected party or all or substantially all of its assets; (B) the affected party makes an assignment for benefit of its creditors; (C) the affected party composes a voluntary proceeding in bankruptcy, insolvency, or other similar proceeding; (D) an involuntary proceeding in bankruptcy, insolvency, or other similar proceeding is commenced against the affected party, which proceeding is not discharged within sixty (60) days after the commencement; or (E) the affected party commences to liquidate or dissolve itself.

(v) Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part upon the mutual written agreement of the parties.

(vi) If either party terminates the Business Associate Agreement in accordance with its terms, any Solution Exhibit pursuant to which Premier provides to Customer a corresponding Solution that requires the receipt, use or disclosure of Protected Health Information will terminate on the same date that the termination of the Business Associate Agreement is effective. In the event that the Business Associate Agreement is terminated in accordance with its terms and the only Solutions subscribed by Customer would require the receipt, use or disclosure of Protected Health Information and there are no other products or services provided or to be provided by Premier under this Agreement, this Agreement shall also terminate on the same date that the termination of the Business Associate Agreement is effective. Subject to Premier’s rights under Section 4, each party’s rights and obligations with respect to Protected Health Information, in the event of termination of the Business Associate Agreement or this Agreement, shall be governed by the terms of the Business Associate Agreement. “Protected Health Information” is defined under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder and the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (collectively, “HIPAA”).

(c) Effect of Termination. Immediately upon termination of this Agreement, (i) Customer’s access to and use of all Solutions shall terminate, (ii) Customer shall stop further use of all Solutions, and (iii) Premier may immediately stop performing all services under this Agreement. Termination of this Agreement shall be in addition to, and not in limitation of, any other rights or remedies to which either party is or may be entitled. Termination of this Agreement shall not relieve Customer of liability for payment of sums due or to become due to Premier under this Agreement, subject to provisions herein.

(d) Survival. The defined terms in this Agreement (to the extent applicable) and Sections 2 (with respect to any unpaid amounts), 4, 5, 6, 7, 8, 10, 13 and 14 shall survive the termination of this Agreement and remain enforceable in accordance with their terms.


(a) Ownership of Customer Data. As between the parties, Customer has and shall continue to be the sole and exclusive owner of all proprietary Customer data, including Protected Health Information, as provided by or on behalf of Customer to Premier (“Customer Data”).

(b) Ownership of Premier Property. As between the parties, Premier has and shall continue to be the sole and exclusive owner of: (i) the Solutions; (ii) all source code, object code and protocols underlying any and all Solutions (collectively, the “Code”); (iii) except for Customer Data, all content and data that may be viewed, downloaded, printed, or copied from or by using the Solution(s) (collectively, the “Content”); (iv) all things developed by or on behalf of Premier for Customer pursuant to this Agreement or the Solution Exhibit(s) (collectively, the “Deliverables”); (v) Confidential Information of Premier or any of its Affiliates; (vi) all things that have been or may in the future be conceived, developed, enhanced, derived, or otherwise created by or on behalf of Premier in connection with the Solution(s), the Code, the Content, any Deliverable or Customer Data, and (vii) all intellectual property rights and other proprietary rights in connection with any and all of the foregoing, including inventions, ideas, know-how, processes, methods, algorithms, technology, works of authorship, designs, formulas, research, trade secrets, derivative works, improvements, patentable matters, patents, copyrights, copyrightable works, trademarks, service marks, and all rights and claims related to any and all of the foregoing, and all applications, registrations and other governmental issuances with respect to any and all of the foregoing (collectively, the “Premier Property”).

(c) License to Customer. Premier grants to Customer a nonexclusive, nontransferable and nonsublicensable right and license to use the Content and Deliverables associated with Solution(s) subscribed by Customer, subject to the terms and conditions of this Agreement, including the Solution Exhibit(s) corresponding to such Solution(s). The right and license granted to Customer pursuant to this Section 4(c) shall automatically terminate if Premier terminates this Agreement or such Solution Exhibit(s) pursuant to Section 3(b).

(d) License to Premier. Customer grants to Premier and its Affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and subsublicensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Customer Data for all purposes, commercial or otherwise, including: (i) to provide the Solutions and other products and services provided, or that may in the future be provided, by Premier or any of its Affiliates; (ii) to perform Premier’s obligations or to exercise its rights under this Agreement; (iii) as part of products or services provided by Premier or any of its Affiliates for Customer, including quality improvement initiatives, supply chain consulting services and data analytic services; and (iv) to de-identify the Protected Health Information in accordance with a methodology set forth under HIPAA to create de-identified information (the “De-Identified Information”); provided, however, to the extent any Customer Data constitutes Protected Health Information, the license and right granted pursuant to this Section 4(d) with respect to such Protected Health Information shall be subject to the terms and conditions of the Business Associate Agreement and applicable laws. Premier’s disclosure of Customer’s name to third parties will be subject to Section 6 and 11(a). Customer represents and warrants that it has the
right to provide Customer Data and grant the licenses provided in this Section 4(c).

(e) De-Identified Information. Customer acknowledges and agrees that De-Identified Information has been and will be created by Premier, and constitutes derivative works or improvements created by Premier, and, as such, constitutes Premier Property. To the extent Customer has any right, title or interest in or to any De-Identified Information, Customer hereby assigns, and agrees to assign, all rights, title and interest, including all intellectual property and proprietary rights, in and to such De-Identified Information (other than Customer Data) to Premier. To the extent that any De-Identified Information does not constitute Premier Property or cannot be so assigned to Premier, Customer hereby grants Premier and its Affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use De-Identified Information for all purposes, including commercial purposes and other purposes.


(a) Customer may use Solution(s) subscribed by Customer only during the term of the corresponding Solution Exhibit(s). Customer may create derivative works from the Content or Deliverable associated with such Solution(s) (the “Derivative Works”), provided that all Derivative Works shall be deemed Premier Property. All uses of such Solution(s), the Content and Deliverables associated with such Solutions, and Derivative Works by Customer shall be solely for Customer’s internal business purposes and shall comply with this Agreement and applicable laws. In no event may Customer use any Solution, Content, Deliverable or Derivative Works for any illegal, improper or unauthorized purpose.

(b) Customer shall not provide access to, disclose, reproduce, distribute, display or otherwise use any Content, Deliverable or Derivative Works to or for the benefit of any third party, except as specifically permitted under this Agreement. Customer may disclose Content, Deliverables and Derivative Works to the extent required by (i) regulatory or governmental reporting or investigation requirements with authority over Customer, (ii) accreditation organizations to which Customer is subject, and (iii) third-party payors pursuant to written contractual requirements for payment to Customer; provided that Customer (A) use commercially reasonable efforts to obtain confidentiality protections and prohibitions on any unauthorized or improper use or disclosure of any such Content, Deliverable or Derivative Works, (B) obtain written contractual commitments by any third-party payors to comply with confidentiality protections and prohibitions on any unauthorized or improper use or disclosure of any Content, Deliverable or Derivative Works, and (C) provide Premier with prior notice thereof, which notice shall include the identity of the recipient, the reasons for disclosure, and the Content, Deliverable and Derivative Works proposed to be disclosed. Customer shall be responsible for any improper or unauthorized use or disclosure of any Content, Deliverable or Derivative Works by any such third party.

(c) Customer shall not, directly or indirectly, provide access to, disclose, reproduce, distribute, perform, display or otherwise use any Solution, Content, Deliverable or Derivative Works in connection with providing, directly or indirectly, any services to or for any third party, including providing any mapping services, providing any service as a service bureau, or providing any service as a charge master.

(d) Customer shall not alter Premier’s copyright or other proprietary notices on or with respect to any Solution(s), Content or Deliverable.

(e) Customer shall not allow, directly or indirectly, any person to access or use any Solution(s) other than Authorized Users (as defined in the Solution Exhibit(s) corresponding to such Solution(s)). Customer shall ensure that all Authorized Users comply with the terms of this Agreement. Customer shall be responsible for all uses, including unauthorized or improper use, of any Solution by any Authorized User.

(f) Customer shall not, directly or indirectly, disassemble, decompile, modify, reverse engineer, reproduce, or copy any Solution(s) or any part thereof, including any Code, or otherwise attempt to determine any Code. Customer shall not introduce, or permit the introduction of, any viruses, spyware, malware, adware, worms, or other rogue software or routines into any Solution(s) or any Code. Customer shall not, directly or indirectly, create any derivative works or improvements, or otherwise attempt to create or obtain any intellectual property rights, with respect to any Solution(s) or any part thereof, including any Code.

(g) Premier will not be obligated to modify the Solution(s) or any part thereof to meet Customer’s requirements or to create customized Content or Deliverables, unless specifically set forth in the Solution Exhibit(s) corresponding to such Solution(s). If Customer desires to have Premier modify the Solution(s) or create customized Content and Deliverables, the terms and conditions of such modifications and customizations must be set forth in a separate written agreement signed by Premier and Customer.

(h) With respect to any services that Premier provides Customer under and during the term of this Agreement, Customer agrees to provide Premier with such cooperation and assistance as is reasonably requested by Premier in order to allow Premier to perform and timely perform the services. Such cooperation and assistance includes providing complete and accurate information regarding Customer’s business and requirements and, if Premier is working on-site, providing appropriate work space and access to adequate resources (e.g., telephone, Internet access, fax, copiers, computers, servers and other machinery and equipment).

(i) During the term of this Agreement, Customer shall use its best efforts to ensure that all Customer Data and other information submitted by or on behalf of Customer to Premier is accurate and complete.

6. Confidentiality Obligations.

(a) In connection with the performance of this Agreement, a party may have access to certain confidential information (“Recipient”) of the other party or any of its Affiliates (the “Confidential Information”) as provided by or on behalf of the other party (“Discloser”). Except as otherwise provided in this Agreement, during and after the term of this Agreement, Recipient shall hold Discloser’s Confidential Information in confidence using the same degree of care that it uses to protect its own Confidential Information (but not less than a reasonable...
Compliance Matters.

(a) HIPAA. In connection with its engagement of Premier to provide the Solution(s), Customer may disclose, or cause to be disclosed, to Premier certain Customer Data that constitutes Protected Health Information. The parties agree that they will comply with all applicable provisions of HIPAA relating to the use and disclosure of Protected Health Information, as further set forth in the Business Associate Agreement. In addition, in the event that Premier wishes to conduct research on its own behalf or on behalf of a third party that would involve the use of Protected Health Information (other than a use limited to the creation of De-Identified Information) or a disclosure of Protected Health Information, Customer agrees that Premier may contact Customer to request Customer’s participation in the study and work with Customer to comply with all applicable requirements. The parties further agree that they will cooperate in good faith to take any such future steps as are necessary to confirm or establish compliance, including the execution or modification of business associate agreements to comply with HIPAA. In the event of a conflict between this Agreement and the Business Associate Agreement relating to Protected Health Information, the terms of the Business Associate Agreement shall control.

(b) Regulatory Disclosures. Premier agrees to make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, the contracts, books, documents and records that are reasonably necessary to certify the nature and extent of the costs associated with this Agreement for a period of four years from the completion of all services provided under this Agreement.

3. Limited Warranty, Sole Remedy and Limitation on Liability.

(a) Limited Warranty. With respect to the Solution(s) subscribed by Customer, Premier warrants to Customer only that, during the term of the corresponding Solution Exhibit(s), that such Solution(s) will conform to all material respects with the terms of this Agreement and the descriptions set forth in the corresponding Solution Exhibit(s). This warranty shall automatically expire or terminate upon the expiration or termination of this Agreement or such Solution Exhibit(s), whichever first occurs. OTHER THAN THE WARRANTY MADE IN THIS SECTION 8(a), PREMIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED BY PREMIER AND WAIVED BY CUSTOMER.

(b) Sole Remedy. In the event of Premier’s breach of the warranty contained in Section 8(a) that is verified by Premier, Customer’s sole and exclusive remedy shall be for Premier to correct the problem that caused the breach as promptly as reasonably possible or, at Premier’s election, to refund to Customer the fees paid by Customer for the applicable Solution(s) for the period of time such breach materially impaired Customer’s ability to use such Solution(s). However, Premier shall not be obligated to remedy any breach of warranty or make any refund if the breach resulted from or was otherwise caused,
in whole or in part, by (i) Customer's failure to comply with this Agreement, (ii) Customer's acts or omissions, (iii) Customer's modification of the Solution(s) or any part thereof, (iv) Customer's combination of the Solution(s) or any part thereof with any hardware or software of Customer or a third party, or (v) a cause beyond Premier's reasonable control, including computer viruses, hackers, failure of electric power, or Internet downtime.

(c) Limitation on Liability. Unless jointly agreed otherwise in writing, Premier's liability arising out of or related to any particular Solution, whether based in contract, tort, strict liability or otherwise, shall not exceed in the aggregate two (2) times the annual subscription fees paid by Customer to Premier under this Agreement, including any amounts paid pursuant to amendments and change orders, for the most recent annual period with respect to such Solution. In no event will Premier be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind notwithstanding Premier being advised of the possibility of such loss or damage. Excluded from this or any liability or contractual damages limitation within this Agreement 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 Premier arising from Premier's performance under this Agreement.

(d) Non-Premier Data. Certain Solution(s) may allow Customer to view data of other healthcare organizations, and certain Content and Deliverables may be based on, may be derived from or may otherwise contain data or information provided by Customer or third parties, including other healthcare organizations (collectively, "Non-Premier Data"). Customer agrees that (i) Premier is not the original source of Non-Premier Data, (ii) Premier has no control over the truth, accuracy or completeness of Non-Premier Data, (iii) Premier shall not be liable to Customer for any inaccuracies of any Non-Premier Data, and (iv) Customer is solely responsible for deciding how to use Non-Premier Data and for the consequences of such use. PREMIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO NON-PREMIER DATA, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED BY PREMIER AND WAIVED BY CUSTOMER.


(a) Indemnification by Premier. If a third-party (who is not an Affiliate of Customer) claims that Customer's use of the Solution(s) infringes any patents and misappropriates any registered United States trademark, patent or copyright or a trade secret held by such third party, Customer must promptly notify Premier in writing of such claim. If so notified, Premier will, at its reasonable cost, defend Customer against such claim if Customer reasonably cooperates. At Premier's expense, with Premier and allows Premier to control the defense and all related settlement, and then Premier will indemnify Customer from and against any damages finally awarded for such infringement. If an injunction is sought or obtained against Customer's use of the Solution(s) as a result of such third-party infringement claim, Premier shall, at its sole option and expense, (i) procure for Customer the right to continue using the infringing portion of the Solution(s), (ii) replace or modify the infringing portion of the Solution(s) with equivalent functionality so that it does not infringe, or (iii) terminate the Solution Exhibit(s) and the corresponding Solution(s) giving rise to such third-party infringement claim, in which case Premier will provide Customer a pro rata refund of pre-paid fees for the then-current term based on the time period during which Customer will be prohibited from using the Solution(s) as a result of such third-party infringement claim. However, Premier shall have no liability for any third-party claim of infringement if the claim resulted from or is otherwise caused by, in whole or in part, (A) Customer's failure to comply with any term or condition under this Agreement, including the applicable Solution Exhibit(s), (B) Customer's acts or omissions, (C) Customer's modification of the Solution(s) or any part thereof, or (D) Customer's combination of the Solution(s) or any part thereof with any hardware or software of Customer or a third party. This Section 9 constitutes the entire liability of Premier, and Customer's sole and exclusive remedy with respect to, any third-party claims of infringement.

10. Miscellaneous.

(a) Publicity.

(i) Premier may cite Customer's name solely and to the exclusion of all other forms of public disclosure in discussions with Premier's sales prospects.

(ii) Neither Customer nor any Affiliate thereof shall make, or cause to be made, any publicity, news release or other such general public announcement or make any other disclosure to any third party in respect of this Agreement or related to the transactions contemplated hereby, without the prior written consent (which may be electronic mail) of Premier. Notwithstanding the foregoing provision, Customer and its Affiliates shall not be prohibited from acknowledging the relationship between the parties in the normal course of business or making any disclosure or release that is required by law, court order, or applicable regulation, or is considered necessary by legal counsel to fulfill an obligation under securities laws or the rules of a national stock exchange; provided, however, any such required disclosure shall be narrowly tailored to meet the applicable disclosure or release requirements. Prior to the release of any proposed communication or disclosure, whether voluntary or required, Customer shall provide Premier a reasonable opportunity (not less than two business days) to review such communication or disclosure and Customer agrees to accept comments reasonably made by Premier with respect to such permitted communication or disclosure.

(b) Assignment. Except in the case of a merger, consolidation or sale of substantially all the assets or capital stock of a party, neither Customer nor Premier shall assign (or sublicense), whether voluntarily or by operation of law, any of its rights or delegate any of its obligations under this Agreement to any person or entity without the prior written consent of the other party; provided, however, Premier may use third-parties in connection with any services provided to Customer. Subject to the limitations on assignment set forth above, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted assigns and permitted successors in interest.

(c) Capacity. All signatories to this Agreement warrant and represent that they have capacity and authority to execute this
Agreement, and to bind their respective principals in the capacities set forth below.

(d) Remedies. Subject to the limitations set forth in Section 8, each party acknowledges that a violation of Sections 3(c), 5, 6, 7 and 11(a) of this Agreement may cause substantial and irreparable injury to the other party for which the other party’s remedies at law may not be adequate. Accordingly, the parties agree that the non-breaching party shall be entitled to seek injunctive relief with respect to any breach, or threatened breach, of said Sections of this Agreement, and that such right shall be in addition to, and not in limitation of, any other rights or remedies to which the non-breaching party may be entitled at law or in equity.

(e) Notices. All notices, payments, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when: (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (ii) sent by fax with confirmation of transmission by the transmitting equipment; or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or fax numbers and marked to the attention of the person (by name or title) designated below (or to such other address, fax number or person as a party may designate by notice to the other party):

To Premier: Premier, Inc.
13034 Bellamyne Corporate Place
Charlotte, NC 28277
Attn: Legal Department

To ITS: MS ITS
3771 Eastwood Drive
Jackson, MS 39211
Attn: Craig P. Orgeron, Ph.D.

To Customer: University of Mississippi Medical Center
2500 North State Street
Jackson, MS 39216
Fax: 601-856-9984
Attn: Ellen Swoger

(f) Entire Agreement. This Agreement, including all Attachments, and the other Transactional Agreements constitute the entire and integrated agreement between Premier and Customer with respect to the subject matter hereof. All previous understandings relative thereto, either written or oral, are hereby annulled and superseded. No modification to this Agreement or any other Transactional Agreement shall be binding on either party unless it is in writing and signed by both Premier and Customer, and which writing specifically references this Agreement and the other Transactional Agreements, as applicable.

(g) Conflicts. In the event of a conflict between the terms of the Solution Exhibit corresponding to the Solution subscribed by Customer and the terms of this Agreement, the Solution Exhibit shall control. In the event of a conflict between the terms of the Business Associate Agreement and the terms of this Agreement concerning Protected Health Information, the Business Associate Agreement shall control. In the event of a conflict between the terms of this Agreement, the Solution Exhibit, or the Business Associate Agreement and the University of Mississippi Medical Center Standard Terms and Conditions Addendum, the University of Mississippi Medical Center Standard Terms and Conditions Addendum shall control.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Mississippi without giving effect to any choice of conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Mississippi.

(i) Relationship of the Parties. Each party shall operate as, and have the status of, an independent contractor with respect to the other party. Nothing contained in this Agreement shall be construed as authorizing either party to act as an agent for the other party.

(j) Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “include,” “includes,” and “including” shall mean “including without limitation” or “including but not limited to.” Unless the context otherwise requires, (i) words using singular or plural number also include the plural or singular number, respectively; (ii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this Agreement in its entirety; and (iii) the masculine gender shall include the feminine and neuter. The section headings are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Use of the word “Agreement” in this Section 11 and Section 5 means to include the other Transactional Agreements, as applicable.

(k) Further Assurances. Each party shall execute such documents and other instruments and take such further actions as may reasonably be requested by the other party to carry out the provisions of this Agreement.

(l) Signature. This Agreement may be executed by a party’s signature transmitted by facsimile or electronic portable document format (.pdf), and copies of this Agreement so executed and delivered shall have the same force and effect as originals.

(m) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall be effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

11. E-Verify. If applicable under the given circumstances, Premier 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 (Supp. 2008), 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. Premier 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. Premier 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. Premier understands and agrees that any breach of these warranties may subject Premier 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 Premier 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, Premier may also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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

13. Record Retention & Access to Records. Premier shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Premier’s proposals, books, documents, papers and/or records that are pertinent to Premier’s performance under this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State’s or Premier’s office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Premier 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.

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

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

16. Statutory Authority. By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer’s or Premier’s contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer’s funding source.
IN WITNESS WHEREOF, Premier and Customer have each caused this Agreement to be executed by its duly authorized representatives as of the date set forth below.

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: 11/14/17

Premier Healthcare Solutions, Inc.

By: ____________________________
Name: Michelle Allen
Title: VP & GM, Safety Solutions
Date: 11/6/17
This Solution Exhibit, effective as of October 1, 2017 (the "Effective Date"), is being entered into by and between Premier Healthcare Solutions, Inc., a Delaware corporation ("Premier") and the Mississippi Department of Technology Services ("ITS"), as contracting agent for the University of Mississippi Medical Center ("Customer") pursuant to and subject to the Performance Suite™ Solution Subscription Agreement (the "Agreement") entered into by the parties as of October 1, 2017. Capitalized terms used, but not defined, herein shall have the same meanings set forth in the Agreement.

### Billing Information

<table>
<thead>
<tr>
<th>Billing Contact Name:</th>
<th>Accounts Payable</th>
<th>PO Required:</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Email Address:</td>
<td></td>
<td>PO Number:</td>
<td></td>
</tr>
<tr>
<td>Billing Address:</td>
<td>2500 North State Street Jackson, MS 39216</td>
<td>Travel Receipts Required:</td>
<td></td>
</tr>
<tr>
<td>Billing Frequency:</td>
<td>Quarterly</td>
<td>Payment Terms:</td>
<td>45 days</td>
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</table>

### Solutions and Terms

<table>
<thead>
<tr>
<th>Subscription Services</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Term (years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TheraDoc Pharmacy Assistant (&quot;PA&quot;) Subscription</td>
<td>11/1/17</td>
<td>6/30/19</td>
<td>1.67</td>
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<tr>
<td>TheraDoc Infection Control Assistant (&quot;ICA&quot;) Subscription</td>
<td>11/1/17</td>
<td>6/30/19</td>
<td>1.67</td>
</tr>
</tbody>
</table>

**NOTES:**
1. Any contract for TheraDoc Solutions, held by Customer and TheraDoc, including active terms currently under auto-renewal, will be terminated in their entirety as of September 30, 2017. Any prepaid-but-unused fees for TheraDoc Solutions will be applied to Year One fees stated in this Solution Exhibit. (See Fees section.)
2. This Solution Exhibit shall begin on the Contract Start Date and continue until the Contract End Date.

### Fees

<table>
<thead>
<tr>
<th></th>
<th>Year 1 11/1/17 - 10/31/18</th>
<th>Year 2 11/1/18 - 6/30/19</th>
<th>New Fees for Grenada 11/1/18 - 6/30/19</th>
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<tbody>
<tr>
<td>TheraDoc Pharmacy Assistant</td>
<td>$81,739.50.00</td>
<td>$70,735.00</td>
<td>$13,982.50.00</td>
</tr>
<tr>
<td>TheraDoc Infection Control Assistant</td>
<td>$81,739.50.00</td>
<td>$70,735.00</td>
<td>$13,982.50.00</td>
</tr>
<tr>
<td><strong>YEARLY TOTALS</strong></td>
<td><strong>$163,479.00</strong></td>
<td><strong>$141,470.00</strong></td>
<td><strong>$27,965.00</strong></td>
</tr>
</tbody>
</table>

**NOTES:**
1. Customer will reimburse Premier for all travel expenses directly related to this engagement including but not limited to, and subject to Attachment A, airfare, ground transportation, parking, mileage, lodging, meals, research, database related fees, and all related taxes and fees.
2. Fees are comprised of existing/renewing business for Infection Control Assistant and Antibiotic Assistant, as well as an expansion to the Pharmacy Assistant Solution for existing facilities, annual fees for an eMAR interface, and ICA and PA fees for a new facility (University of Mississippi Medical Center Grenada ("Grenada")) being added for the first time via this Solution Exhibit.

### Authorized Users

Only Authorized Users are permitted to access and use Products. The term "Authorized User" means the employees of the following Customer hospitals:

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Premier Healthcare Solutions, Inc.-UMMC-43037-Sola Source (4013)-July2017-Subscription Agreement
Exhibit 4

<table>
<thead>
<tr>
<th>Entity Code</th>
<th>Hospital Name</th>
<th>City, State</th>
<th>MPN</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS0057</td>
<td>University of Mississippi Medical Center, Including</td>
<td>Jackson, MS</td>
<td>250001</td>
<td>Currently Subscribed</td>
</tr>
<tr>
<td></td>
<td>Blair E. Batson Hospital for Children</td>
<td>Jackson, MS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MS0039</td>
<td>University of Mississippi Medical Center Granada</td>
<td>Grenada, MS</td>
<td>250168</td>
<td>New Subscriber</td>
</tr>
</tbody>
</table>

**Solution Specific Terms**

1. **TheraDoc Solution**
   
a. **Interface Services.** Premier will provide Customer with a virtual server image (the "Pulse Appliance") for deployment in the Customer's virtual hosting environment. Customer is responsible for maintaining a virtual hosting environment and network connectivity for the Pulse Appliance. The Pulse Appliance will contain one or more interfaces, with an interface defined as a data path that enables data exchange from one (1) source system to one (1) destination system and that is implemented, managed, and supported by Premier.

b. **Additional Services.** If Customer desires additional services related to the TheraDoc Solution, then Premier will arrange for such services to be provided on a time and materials basis at Premier's then-current man-day rate. Additional services include, but not limited to, interface changes, consulting services, and training services. Customer will be responsible for paying Premier for any out-of-pocket travel expenses (e.g., airfare, cab fare, lodging, meals, auto rental, etc.) incurred in connection with providing the additional services.

c. **Conversion.** Any type of change in the interface that would require Premier to modify the data transformations or mapping rules would be considered a conversion. This may include:

i. Changing from one source system to a new one, e.g. Siemens to Epic
   
ii. Any type of changes to the master catalog data (new master lists)
   
iii. Changing from flat file type to HL7 from the same source, e.g. moving from EPIC flat to HL7.
   
iv. An HIT system upgrade or conversion (an "HIT Change") requires an interface update or change and requires immediate notification in writing to Premier to properly plan and coordinate the transition to the new interface.

   If Premier fails to receive adequate written notification of the HIT Change, Premier shall not be liable for any disruption in the TheraDoc Product. Customer shall remain responsible for the Fees regardless of when and if notification of the HIT Change is received by Premier.

d. **Upgrade.** Any changes to the base systems at the Customer that need to be tested but do not result in data transformations or mapping modifications would be considered upgrades, e.g., Meditech 5.4 to Meditech 5.6. The Customer is expected to build the new data file in the exact format as the previous. Typically, a HIT system upgrade or conversion requires an interface update or change. Premier needs to be notified as soon as possible regarding any upcoming changes in order to adequately plan and coordinate the transition to the new interface and to prevent any negative consequences to Customer. The prevailing fees are applicable whether Premier receives notification before or after the changes are implemented.

e. **Interface Selection.** The customer has selected the following interfaces:

   - ADT – Admitting / Discharge / Transfer
   - Laboratory / Microbiology Results
   - Pharmacy Orders
   - Surgery / Operating Room & ICD9/10 (CPRT)
   - Vital Signs
   - Radiology
   - Devices / Lines
   - eNAR

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Premier Healthcare Solutions, Inc.-UMMC-43037-Sole Source (4013)-July2017-Subscription Agreement

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Exhibit 4

Any additional interfaces or mappings, implementation phases, or source systems will require an increase in the Annual Subscription Fee.

IN WITNESS WHEREOF, the Parties have executed this Solution Exhibit individually or by signature of their duly authorized representatives as of the date first written below.

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

By: ___________________________
Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 11/14/17

Premier Healthcare Solutions, Inc.
Charlotte, North Carolina

By: ___________________________
Name: Michelle Allen-Leigh Anderson
Title: VP & GM, Safety Solutions SVP C10
Date: 11/6/17
ATTACHMENT A

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
STANDARD TERMS AND CONDITIONS ADDENDUM

This Addendum ("Addendum") constitutes an amendment or supplement and is hereby incorporated into the Performance Suite Solutions Subscription Agreement by and between the Mississippi Department of Information Technology Services as contracting agent for the University of Mississippi Medical Center ("UMMC"), a governmental entity, and Premier Healthcare Solutions, Inc. ("Vendor"), a Delaware Corporation, to which this Addendum is attached and incorporated therein by reference (the "Agreement"). Capitalized terms used but not defined in this Addendum have the meanings assigned thereto in the Agreement.

In the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control. Any terms in the Agreement which purport to modify or are in conflict with the terms of this Addendum are hereby deleted, and replaced with the terms in this Addendum. Vendor expressly agrees to be bound by the terms of this Addendum; expressly acknowledges that the terms of this Addendum supersede the terms of the Agreement and expressly acknowledges that no agreement, or understanding, oral or written, which purports to modify the terms of this Addendum, whether such be contained in any of Vendor's prior or subsequent receipts, invoices, quotations, order confirmations, purchase orders, shipping forms or any other documents, shall be binding on UMMC.

1. Term: No Automatic Renewals. The term of the Agreement shall be for the term stated in the Agreement itself. If no term is stated in the Agreement, the Agreement shall expire one (1) year from the date of the Agreement or purchase order, whichever is later. Any reference to any automatic renewals in the Agreement is hereby deleted in its entirety, and the parties expressly acknowledge that the Agreement is for one term only, and does not automatically renew itself for successive terms. All renewals must be in writing and agreed to by both parties.

2. Delivery Address. The proper delivery address is the address stated on the purchase order.

3. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any persons other than the parties hereto.

4. Non-Solicitation. Each party agrees that, during the term of the Agreement and for a period of one year after termination, it will not solicit the employment of any employee or contractor of the other party without such other party's prior written consent therefor (other than through general solicitations not targeted at such persons).

5. Insurance. Vendor shall maintain commercial general liability insurance in a commercially reasonable amount sufficient and necessary to cover the scope of services of the Agreement. If the Agreement requires Vendor to provide professional services, Vendor shall maintain professional liability insurance covering itself, its employees, agents, professional employees and representatives in the minimum amount of $1 million per occurrence/$3 million aggregate annually. In addition, if the Agreement requires Vendor to provide on-site services to UMMC, Vendor shall maintain Workers' Compensation coverage of its employees, if any, and said coverage shall be in compliance with applicable law. Upon request, Vendor shall provide proof of insurance to UMMC. UMMC is self-insured under the Mississippi Tort Claims Act. Any provisions of the Agreement which require UMMC to oblige or maintain insurance are hereby deleted in their entirety. Any provisions of the Agreement which require UMMC to name Vendor as an additional insured are hereby deleted in their entirety.

6. Attorneys Fees, Collection Costs and Damages. Any provisions of the Agreement which require the prevailing party, and/or require UMMC to pay Vendor any attorney fees and/or collection costs are hereby deleted in their entirety. Any provisions of the Agreement which require payment of liquidated damages by UMMC are hereby deleted in their entirety.

7. Waiver of Subrogation. Any provisions of the Agreement which require UMMC to waive any cause of action it may have against Vendor or any other party on account of any loss/claim insured by an insurance policy are hereby deleted in their entirety.

8. Use of Trademarks. Vendor shall not use any UMMC trademark, service mark, logo, symbol, design, device, name or other mark without the express written consent of UMMC which has been executed by a duly authorized UMMC officer and which specifically details the permitted uses of such by Vendor.

9. Expenses. If the Agreement provides for UMMC to reimburse Vendor for expenses, in no event shall the sum of all such expenses exceed 20% of the entire amount paid to Vendor under the Agreement. All expenses in excess of $500 must be pre-approved in writing by UMMC, and reimbursement requests must be accompanied by receipts or documentation satisfactory to UMMC evidencing such expense. If any expenses in excess of $500 are not pre-approved by UMMC, UMMC shall not be responsible to reimburse Vendor for the same. Notwithstanding anything to the contrary, Vendor must abide by the University of Mississippi Medical Center's current Travel and Expense Policy, a copy of which shall be provided upon request.

10. Audit Requests. Vendor must give reasonable prior notice to the Chief Compliance Officer to review compliance records at Vendor's expense, such authorization shall not be unreasonably withheld.

11. Indemnification. If Vendor's employees shall be performing any services whatsoever on or at any UMMC site, Vendor shall indemnify and hold UMMC harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, resulting from or arising out of Vendor's breach of the Agreement and/or the negligence or willful misconduct of Vendor or its employees or agents.

12. Education About False Claims Recovery Act. Vendor acknowledges receipt of the attached document "Education About False Claims Recovery Act" agrees to abide by same in its business with UMMC, and to provide same to its employees performing services under the Agreement.

13. Discounts: Rebates. IfVendor is providing UMMC any discounts or rebates which are required to be reported to Medicaid, Medicare or any other federal or state health care program, all discounts and/or rebates must be earned based on purchases of that same good or service bought within a single UMMC fiscal year from July 1 to June 30. Vendor shall fully and accurately report the existence of a discount program on all invoices, coupons or statements submitted to UMMC. Where the value of the discount is unknown at the time of sale, Vendor will fully and accurately report the existence of a discount program on all invoices, coupons or statements submitted to UMMC. When the value of the discount becomes known, Vendor will provide UMMC with documentation of the calculation of the discount identifying the specific goods or services purchased to which the discount will be applied. Vendor will refrain from doing anything which would impose UMMC from meeting its discount reporting obligations, and will
Exhibit 4

indentify and hold UMMC harmless from any claim asserted against UMMC by Medicare, Medicaid or any other federal or state health care program, or any state or the federal government related to, connected to, or arising from Vendor’s failure to abide by the terms of this paragraph. If a party carries out any of the duties of this Agreement through a subcontractor, with a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract will contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request of the Secretary of HHS, or upon request of the Commissioner General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

15. Compliance with Applicable Healthcare Laws. The parties believe that this Agreement avoids any element of inappropriate reimbursement for services as currently provided under federal or state law. Nothing in this Agreement shall be construed as a promise or obligation on the part of either party to refer patients or business to the other party.

16. Change in Law. (i) Notwithstanding any other provisions of this Agreement, if during the term hereof any Change of Law (defined below) results in an Adverse Consequence (defined below), the parties agree to make reasonable revisions to this Agreement to avoid such Adverse Consequences while seeking to maintain the parties as close as possible to their original positions despite such revisions. Upon notice by one party to another of such Change of Law, the parties agree that they shall attempt to resolve the matter within thirty (30) days of such notice. If the parties cannot agree upon reasonable terms hereunder within such 30-day period, then this Agreement will terminate immediately upon written notice by one party to the other of an inability to agree. (ii) As used herein, “Change of Law” shall mean: (A) any new legislation enacted by the federal government or the government of Mississippi; (B) any new third party payer or governmental agency law, rule, regulation or guideline; or (C) any judicial order or decree. (iii) As used herein, “Adverse Consequence” shall mean a Change of Law that prohibits, restricts, limits or otherwise affects either party’s rights or obligations hereunder in a material manner or otherwise makes it desirable to restructure the relationship established hereunder because of material legal consequences, including lots of tax exempt status, expected to result from such Change of Law.

17. No Joint Venture. It is the intention of the parties that in carrying out its obligations under the Agreement, that Vendor and its employees shall at all times be acting as and deemed to be independent contractors. Nothing contained in the Agreement shall be construed to create a partnership, joint venture, agency or employment relationship between Vendor and UMMC. Neither party shall have any responsibility for any of the other party’s debts, liabilities or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of the other party or the other party’s employees or agents. In addition, neither may bind the other party in any way whatsoever with respect to third parties.

18. Tax Exempt Status. Pursuant to Mississippi law, UMMC is exempt from state sales and use taxes and will furnish appropriate documentation and support in connection with any such exemptions to Premier. UMMC will not pay excise, personal property, income, value added, or other similar taxes. If the Vendor is liable for such taxes, Vendor shall take such into consideration in pricing. It is Vendor’s responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible tax liabilities in connection therewith.

19. Equal Opportunity Employer. During the performance of any contract with UMMC, Vendor agrees to be bound by provisions of Civil Rights Act of 1964 (as amended), the Rehabilitation Act of 1973 (as amended), and the Veterans Readjustment Act of 1972 (as amended).

20. Force Majeure. ‘Force Majeure Event’ means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) The act or event prevents a party in whole or in part from performing its obligations under this Addendum or satisfying any conditions to the performing party’s obligations under this Addendum; (b) The act or event is beyond the reasonable control of and not the fault of the non-performing party; and (c) The non-performing party has been unable to avoid or overcome the act or event by the exercise of due diligence. Notwithstanding anything to the contrary in this Addendum or otherwise, a Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds. If a Force Majeure Event occurs, the non-performing party is excused from performing its obligations under this Addendum or otherwise, a Force Majeure Event to the extent prevented and satisfying whatever conditions precedent that cannot be satisfied. When the non-performing party is able to resume performance of its obligations under this Addendum or satisfy the conditions precedent to the performing party’s obligations, it shall immediately notify the performing party written notice to that effect and shall resume performance under this Addendum no later than five (5) working days after the notice is delivered. This provision is the exclusive remedy available to the non-performing party with respect to a Force Majeure Event.

21. Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any further or other exercise thereof or the exercise of any other right, power or remedy.

22. Governmental Entity. Vendor recognizes and acknowledges that UMMC, as a public subdivision of the State of Mississippi, is entering this Agreement, including the provisions hereunder, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid.

23. Severability. If any provision of the Agreement shall be deemed to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, if a court finds that any provision of the Agreement is invalid or unenforceable, but that by
limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. **Software Warranty.** Notwithstanding anything contained in the Agreement to the contrary, Vendor warrants that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein) or as represented by Vendor, (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the equipment purchased hereunder. Vendor warrants that it has the right to license or sublicense the Software to UMMC for the purposes and subject to the terms and conditions set forth herein. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the purchased product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the Vendor user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by Vendor to UMMC.

25. **Data Extraction.** Customer will have at least ninety (90) days after the termination or expiration of the Agreement or the applicable Solution Exhibit to migrate any stored Customer Data from Vendor’s software. Upon expiration or earlier termination of the Agreement, Vendor agrees that Vendor shall return, subject to the terms and conditions of the Business Associate Agreement, any Customer Data to UMMC in the format that it was provided to Vendor. Further, the parties agree that no incremental data will be added to the system post-termination date and Customer shall not use the system post-termination date except for the extraction of Customer data as provided herein.
Hi Blakeney,
Attached is a fully executed agreement.

Cindy

Cindy Gosa
Technology Consultant
MS Department of Information Technology Services
601-432-8133 | www.its.ms.gov

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SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE ` JUNE 20, 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.
ALCORN STATE UNIVERSITY

1. **ASU- GS 101-297 – Technology Classroom Building**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Change Order #1**

   Board staff approved Change Order #1 in the credit amount of $91,986.66 and thirty-nine (39) additional days to the contract of Flagstar Construction Company.

   **Approval Status & Date:** APPROVED, June 11, 2019

   **Change Order Description:** Change Order #1 includes the following item: modified the sanitary sewer system design to include a new lift station; 390 ft. of 2”forced main, 65 ft. of 8”gravity main; 280 ft. of 6”gravity main; 320 ft. of 10”gravity main; 330 ft. of 12”gravity main; six (6) new sanitary sewer manholes; and thirty-nine (39) days to the contract.

   **Change Order Justification:** These changes were necessary due to user/owner requested modifications to provide a more economical option for the site development while properly serving the adjacent houses that are served by the university system; and days for work as indicated herein.

   **Total Project Change Orders and Amount:** One (1) change order for a total credit amount of $91,986.66.

   **Project Initiation Date:** June 20, 2013
   **Design Professional:** Allred Stolarski Architects
   **General Contractor:** Flagstar Construction Company
   **Total Project Budget:** $21,000,000.00

2. **ASU– GS 101-310 – New Faculty and Staff Housing**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Change Order #1**

   Board staff approved Change Order #1 in the amount of $5,358.00 and zero (0) additional days to the contract of Ergon Construction Group, Inc.
Approval Status & Date: APPROVED, July 11, 2019

Change Order Description: Change Order #1 includes the following items: installed a black privacy screen attached to the construction fence and existing chain link fence; replaced an irrigation line and installed a ball valve to provide water shut-off capability.

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 $5,358.00.

Project Initiation Date: April 20, 2017
Design Professional: Architecture South, P.A.
General Contractor: Ergon Construction Group, Inc.
Total Project Budget: $10,000,000.00

DELTA STATE UNIVERSITY

1. DSU– GS 102-267 – Campus Roofing

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Hal Parker, President of the Board of Trustees on July 31, 2019 to approve the budget increase on the Campus Roofing project from $1,500,000.00 to $1,515,000.00, for an increase of $15,000.00.

Interim Approval Status & Date: APPROVED, July 31, 2019

Project Initiation Date: January 17, 2019
Design Professional: Burris/Wagnon Architects
General Contractor: TBD
Total Project Budget: $1,515,000.00
2. **JSU– GS 103-283 – Campus Mechanical Improvements**

   **NOTE:** This is a Bureau of Building project

   **Approval Request #1: Change Order #3**

   Board staff approved Change Order #3 in the amount of $336,658.60 and sixty (60) additional days to the contract of McLain Plumbing & Electrical Service, Inc.

   **Approval Status & Date:** APPROVED, June 11, 2019

   **Change Order Description:** Change Order #3 includes the following items: replaced the failed main breaker; replaced the existing boiler, made piping taps for the boiler, removed the block wall & repaired the fire ceilings; repaired the existing Trane equipment in the ACC, Peoples and Library buildings; replaced the existing domestic water heater at the Liberal Arts Building; and sixty (60) 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:** Three (3) change orders for a total amount of $602,186.62.

   **Project Initiation Date:** August 21, 2014
   **Design Professional:** Engineering Resource Group, Inc.
   **General Contractor:** McLain Plumbing & Electrical Service, Inc.
   **Total Project Budget:** $5,053,736.76

3. **JSU- GS 103-286– Stewart Hall Renovations**

   **NOTE:** This is a Bureau of Building project

   **Approval Request #1: Change Order #1**

   Board staff approved Change Order #1 in the amount of $15,504.00 and eight (8) additional days to the contract of Diversified Construction Services, Inc.

   **Approval Status & Date:** APPROVED, June 24, 2019
Change Order Description: Change Order #1 includes the following items: remove and dispose asbestos containing material in five (5) community restrooms; and eight (8) days to the contract.

Change Order Justification: These changes were necessary due to changes in the requirement or recommendations by governmental agencies i.e. health regulations; latent job site conditions; and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of $15,504.00.

Project Initiation Date: November 17, 2016
Design Professional: Foil Wyatt Architects & Planners
General Contractor: Diversified Construction Services, Inc.
Total Project Budget: $8,486,526.47

4. **MSU- IHL 203-157 – Health and Performance Bathroom Demo**

   **Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Bruce Martin, Chair of the Real Estate and Facilities Committee on July 24, 2019 to approve the budget increase on the Health and Performance Bathroom Demo from $750,000.00 to $1,500,000.00, for an increase of $750,000.00.

   **Interim Approval Status & Date:** APPROVED, July 24, 2019

   Project Initiation Date: April 20, 2017
   Design Professional: Durrell Design Group, PLLC
   General Contractor: TBD
   Total Project Budget: $1,500,000.00

5. **MSU- GS 105-355– Engineering & Science Complex**

   **Approval Request #1: Change Order #2**
Board staff approved Change Order #2 in the amount of $502,380.00 and zero (0) additional days to the contract of West Brothers Construction, Inc.

Approval Status & Date: APPROVED, July 8, 2019

Change Order Description: Change Order #2 includes the following items: reconciled the accepted building controls proposal with a specified amount.

Change Order Justification: This change was necessary due to the building controls cost exceeding the specified allowance amount and required reconciliation by adding the additional cost to the contract amount.

Approval Request #2: Change Order #3

Board staff approved Change Order #3 in the amount of $71,992.63 and three (3) additional days to the contract of West Brothers Construction, Inc.

Approval Status & Date: APPROVED, July 22, 2019

Change Order Description: Change Order #3 includes the following items: reroute the existing subsurface storm drain piping outside of the new building footprint; added roof drains and associated piping within the building; connect the roof drain piping to the subsurface storm water piping outside the building; connected the elevator pit French drain piping to the storm water piping outside the building; added gypsum board pipe chase wall furring at the north portions of the 2nd and 3rd floors; added chemical wast piping to the fume hoods in the general chemistry teaching labs; changed the light pole fixture model; provided additional fire alarm devices; added solar panels; and three (3) days to the contract.

Change Order Justification: These changes were due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans & 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 $933,348.02.

Project Initiation Date: June 18, 2015
Design Professional: Eley Guild Hardy Architects – Jackson, P.A.
General Contractor: West Brothers Construction, Inc.
Total Project Budget: $34,000,000.00
6. **MSU- GS 105-357 – Music Building**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Design Development Documents**

   Board staff approved the Design Development Documents as submitted by Allred Stolarski Architects.

   **Approval Status & Date:** APPROVED, June 17, 2019

   **Project Initiation Date:** May 18, 2017
   **Design Professional:** Allred Stolarski Architects
   **General Contractor:** TBD
   **Total Project Budget:** $17,000,000.00

7. **MSU- GS 113-141 – ADS & Poultry Complex, PH II**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Change Order #1**

   Board staff approved Change Order #1 in the amount of $104,311.20 and sixty-five (65) additional days to the contract of Amason & Associates.

   **Approval Status & Date:** APPROVED, June 11, 2019

   **Change Order Description:** Change Order #1 includes the following items: structural bracing done at the moment frames; replaced structural fill at the connector building pad; existing included old building rubble & unsuitable soils; replaced structural fill south of the east end of the poultry building; remobilized the construction fence; repaired the stone pilaster on the north face of the building; credit for unused HVAC allowance amount; added brick pavers; and sixty-five (65) weather-related days to the contract.

   **Change Order Justification:** These changes were 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 $104,311.20.
8. **MSU- IHL 205-279– Addition & Renovation to Dudy Noble Field**

**Approval Request #1: Change Order #16**

Board staff approved Change Order #16 in the amount of $67,313.23 and zero (0) additional days to the contract of Jesco, Inc.

**Approval Status & Date:** APPROVED, June 11, 2019

**Change Order Description:** Change Order #16 includes the following items: heat tracing on pipe above the mezzanine on the concourse; electrical additions in the workshop; revisions made to miscellaneous door hardware; revision made to the suite door hardware; added hardware at the ornamental gate; installed a marble home plate donor plaque; electrical additions for the soda fountains; added a field access gate; revised the loft paving bollard; changed the loft paving thickness at the road north of the lofts; installed CSPS aisle strips; installed concession utility sinks; added a lounge railing chain link fence; landscaping done at the statue; and coordination at the existing site lighting location.

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

**Total Project Change Orders and Amount:** Sixteen (16) change orders for a total amount of $2,682,171.32.

**Project Initiation Date:** May 21, 2015
**Design Professional:** Wier Boerner Allin Architects, PLLC
**General Contractor:** Jesco, Inc.
**Total Project Budget:** $55,000,000.00
9. **MSU– IHL 205-284 – Catalpa and Sand Creek Wastewater Lift Station Improvements**

**Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Bruce Martin, Chair of the Real Estate and Facilities Committee on July 2, 2019 to approve the budget increase on the Catalpa and Sand Creek Wastewater Lift Station Improvement project from $2,500,000.00 to $3,400,000.00, for an increase of $900,000.00.

**Interim Approval Status & Date:** APPROVED, July 2, 2019

**Approval Request #2: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of $2,804,700.00 to the apparent low bidder, Hemphill Construction Company, Inc.

**Approval Status & Date:** July 22, 2019

**Project Initiation Date:** April 21, 2016
**Design Professional:** Clearwater Consultants, Inc.
**General Contractor:** TBD
**Total Project Budget:** $3,400,000.00

10. **MSU– IHL 205-287 – Parking Garage North - REBID**

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of $13,835,000.00 to the apparent low bidder, Amason & Associates, Inc.

**Approval Status & Date:** June 7, 2019

**Project Initiation Date:** August 19, 2010
**Design Professional:** McCarty Architects
**General Contractor:** Amason & Associates, Inc.
**Total Project Budget:** $16,000,000.00
11. MSU– IHL 205-295 – Critz Parking Lot

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $904,697.00 to the apparent low bidder, Burns Dirt Construction, Inc.

Approval Status & Date: June 17, 2019

Project Initiation Date: April 2, 2019
Design Professional: Garver Engineering
General Contractor: Burns Dirt Construction, Inc.
Total Project Budget: $1,200,000.00

12. MSU – Demolition of House at 140 Magruder Street, Starkville, MS

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Bruce Martin, Chair of the Real Estate and Facilities Committee on July 2, 2019 to approve the Demolition of a house at 140 Magruder Street, Starkville, Mississippi.
Interim Approval Status & Date: APPROVED, July 3, 2019


NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of $954.00 and zero (0) additional days to the contract of Amason & Associates, Inc.

Approval Status & Date: APPROVED, June 11, 2019

Change Order Description: Change Order #5 includes the following items: added additional downspout boots.
Change Order Justification: These changes were necessary due to latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $153,298.14.

Project Initiation Date: June 18, 2015
Design Professional: Pryor and Morrow Architects
General Contractor: Amason and Associates, Inc.
Total Project Budget: $7,542,915.00

14. MUW- GS 104-193– Resident Hall Boiler Replacement

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $13,791.60 and zero (0) additional days to the contract of Brishin,, Inc.

Approval Status & Date: APPROVED, July 26, 2019

Change Order Description: Change Order #1 includes the following items: relocated the existing 3” domestic water mains around the electrical panels in the mechanical rooms for Kincannon, Goen, and Jones Halls; and increased the controls allowance.

Change Order Justification: These changes were necessary due to changes in the requirements or recommendations by governmental agencies; and errors and omissions in the plans and specifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of $13,791.60.

Project Initiation Date: March 2, 2018
Design Professional: Edmonds Engineering, Inc.
General Contractor: Brishin, Inc.
Total Project Budget: $685,000.00
15. UM–IHL 207-372 – South Campus Recreation Facility & Transportation Hub

Approval Request #1: Change Order #14

Board staff approved Change Order #14 in the amount of $91,722.20 and zero (0) additional days to the contract of Zellner Construction Services, Inc.

Approval Status & Date: APPROVED, June 11, 2019

Change Order Description: Change Order #14 includes the following items: repaired the basketball floor; and credit for the insurance deductible amount.

Change Order Justification: These changes were due to user/owner requested modifications concerning an insurance claim.

Approval Request #2: Change Order #15

Board staff approved Change Order #15 in the amount of $85,396.01 and zero (0) additional days to the contract of Zellner Construction Services, Inc.

Approval Status & Date: APPROVED, July 9, 2019

Change Order Description: Change Order #15 includes the following items: cut & removed portions of the track lighting at the climbing wall; added a hose bib to a mud room; extended the sprinkler system and notifier portion of the fire alarm system in the plywood diaphragms areas; added light shelves at the locker room corridors; reduced the asphalt top course; added shadow boxes around the day lockers; added solid surface sills at six (6) studio bench locations; replaced the east property line fence; installed gray column pads for two (2) concrete masonry unit columns at a climbing area; credit issued back for sky light dimmers not installed in the mind & body studio; and credit issued for not painting the acoustic grid and tile in the food service area.

Change Order Justification: These changes were necessary due to changes in the requirements or recommendations by governmental agencies; errors and omissions in the plans & specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Fifteen (15) change orders for a total amount of $2,665,580.05.
16. UM- IHL 207-372.2 – South Campus Recreation Facility & Transportation Hub FIBER

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $64,126.62 and twenty-nine (29) additional days to the contract of Eubank Construction Co., Inc.

Approval Status & Date: APPROVED, July 8, 2019

Change Order Description: Change Order #1 includes the following items: repaired a storm drain line & backfilled with select material; replaced the top 12” of turf zone; and twenty-nine (29) days to the contract.

Change Order Justification: These changes were due to latent job site conditions; twenty-two (22) weather-related delays; and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of $64,126.62.

Project Initiation Date: June 20, 2013
Design Professional: Daniels & Associates, Inc.
General Contractor: Eubank Construction Co., Inc.
Phased Project Budget: $891,205.97
Total Project Budget: $33,250,000.00

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

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of $12,997.09 and one hundred twenty (120) additional days to the contract of Hill’s Construction, LLC.

Approval Status & Date: APPROVED, June 18, 2019
Change Order Description: Change Order #3 includes the following items: repaired the water-damaged drywall and acoustical ceiling tile in various rooms including the third floor connector between TCRC west and east, and the north penthouse stairway wall; provided conduit and wire for power to the humidifier in a room; added motion sensors at the loading dock; connected the existing eye wash in a laboratory to the adjacent sink drain; general daily and final cleanup.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $35,619.04.

Project Initiation Date: October 15, 2015
Design Professional: Cooke, Douglass, Farr, Lemons Architects & Engineers
General Contractor: Hill’s Construction, LLC
Total Project Budget: $1,600,000.00

18. UM– IHL 207-410 – Gertrude Ford Blvd. Retaining Wall

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $943,934.00 to the apparent low bidder, AHS Construction Company, LLC.

Approval Status & Date: June 24, 2019
Project Initiation Date: October 15, 2015
Design Professional: Buchart Horn, Inc.
General Contractor: AHS Construction Company, LLC.
Total Project Budget: $1,600,000.00

19. UM- IHL 207-411.1 – O-U Stadium (Swayze Field) Addition & Renovation – PH II

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of $108,805.21 and one hundred one (101) additional days to the contract of Century Construction & Realty, Inc.

Approval Status & Date: APPROVED, July 8, 2019
Change Order Description: Change Order #7 includes the following items: repaired latent under-ground site conditions with new under-ground utilities; provided through-wall flashing from the existing building to the roof of the new building; modified the concrete pile caps; purchased blender bases for the nutrition center; added lights to the mezzanine level; added electrical circuits to the A/V closet; changed the door swings for the double egress path; added access controls & exit signs; installed an owner-furnished water meter at the sports field irrigation system; added electrical circuits for equipment under a counter in the nutrition center; storm drain modifications at the east corner of the playing field; credit for the delay of the owner’s vendor, Daktronics & Design Display to perform work coordinated with the contractor’s schedule; credit for owner clean-up expenditure; credit for killing large tree; moved fencing and added fencing; credit for additional professional services for new roof remediation; added a roof curb at a kitchen roof; added custom fabricated light cages; credit for a post and panel fence at the west entry; and one hundred one (101) days to the contract.

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

Total Project Change Orders and Amount: Seven (7) change orders for a total amount of $533,795.86.

Project Initiation Date: April 16, 2015
Design Professional: Cooke Douglass Farr lemons Architects
General Contractor: Century Construction Realty, Inc.
Phased Project Budget: $18,525,517.59
Total Project Budget: $19,844,146.00

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

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of $14,576.56 and zero (0) additional days to the contract of Baldwin and Shell Construction Company.

Approval Status & Date: APPROVED, July 8, 2019

Change Order Description: Change Order #4 includes the following items: extended the low wall in the Rehabilitation room; added a floor drain in the Hydrotherapy room; and installed a hot water line to the fill pool.
Change Order Justification: These changes were necessary due to errors and omissions in the plans & specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $67,254.80.

Project Initiation Date: February 15, 2018
Design Professional: A2H, LLC
General Contractor: Baldwin and Shell Construction Company
Total Project Budget: $1,300,000.00

21. UM–IHL 207-453 – South Oxford Center – Film Studio

Approval Request #3: Contract Documents

Board staff approved Contract Documents as submitted by McCarty Architects, P.A.

Approval Status & Date: APPROVED, June 18, 2019

Approval Request #4: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, June 18, 2019

Project Initiation Date: May 16, 2019
Design Professional: McCarty Architects, P.A.
General Contractor: TBD
Total Project Budget: $1,250,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

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

Approval Request #1: Change Order #8

Board staff approved Change Order #8 in the amount of $0.00 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.
Approval Status & Date: APPROVED, June 18, 2019

Change Order Description: Change Order #8 includes the following items: miscellaneous structural revisions were done, revised the beam sizes; added beams; revised the loading dock ramp & added beams at the elevators and stairs; revised the lighting in the operating room, catheter lab ceilings, neonatal and pediatric intensive care units; added BIM modeling efforts; changed the foundation of the mechanical yard slab to a structural slab without piers; changed neonatal & pediatric lights back to the original design; removed the patient vicinity grounding requirement at the patient headwalls; revised the cubicle curtains and tracks; revised the wood blocking at the exterior windows; and removed the sill channels and a portion of the window shades from the main atrium windows.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications and user/owner requested modifications. The fee is a lump sum so there are no items to determine fees.

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of $0.00.

Project Initiation Date: April 21, 2016
Design Professional: HDR Architecture, Inc.
General Contractor: Brasfield & Gorrie, LLC
Total Project Budget: $180,000,000.00

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

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Bruce Martin, Chair of the Real Estate and Facilities Committee on July 9, 2019 to approve the budget increase on the Campus HVAC Upgrades FY18 project from $5,577,000.00 to $7,800,000.00, for an increase of $2,223,000.00.

Interim Approval Status & Date: APPROVED, July 9, 2019

Approval Request #2: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $6970,000.00 to the apparent low bidder, Fountain Construction Company, Inc.
Approval Status & Date: July 10, 2019

Project Initiation Date: October 19, 2017
Design Professional: Engineering Resource Group
General Contractor: Fountain Construction Company, Inc.
Total Project Budget: $7,800,000.00

24. UMMC– IHL 209-570 – New Water Well

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Neel-Schaffer, Inc.
Approval Status & Date: APPROVED, June 24, 2019

Project Initiation Date: October 18, 2018
Design Professional: Neel Schafer Inc.
General Contractor: TBD
Total Project Budget: $1,600,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

25. USM- GS 108-285– Cook Library Renovation Phase 2

NOTE: This is a Bureau of Building project

Approval Request #1: Design Development Documents

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

Approval Status & Date: APPROVED, July 26, 2019

Project Initiation Date: January 18, 2018
Design Professional: Wier Boerner Allin Architecture
General Contractor: TBD
Phased Project Budget: $5,858,500.83
Total Project Budget: $8,132,980.00
26. USM– IHL 208-337 – Union Plaza Renovation Preplan

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Neel-Schaffer

Approval Status & Date: APPROVED, June 6, 2019

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Neel-Schaffer.

Approval Status & Date: APPROVED, June 6, 2019

Project Initiation Date: November 15, 2018
Design Professional: Neel Schafer, Inc.
General Contractor: TBD
Total Project Budget: $150,000.00 (For Design Fees Only)

27. USM– IHL 208-338 – Pinehaven Apartments Demolition

Approval Request #3: Contract Documents

Board staff approved Contract Documents as submitted by Perkins and Williamson Architecture, PLLC

Approval Status & Date: APPROVED, June 18, 2019

Approval Request #4: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, June 18, 2019

Project Initiation Date: February 21, 2019
Design Professional: Perkins & Williamson Architecture, PLLC
General Contractor: TBD
Total Project Budget: $1,415,000.00
28. USM– IHL 208-339 – USM Baseball Turf Replacement Project

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Bruce Martin, Chair of the Real Estate and Facilities Committee on July 2, 2019 to approve the Initiation of the USM Baseball Turf Replacement Project. The total project budget is $1,300,000.00.

Interim Approval Status & Date: APPROVED, July 2, 2019

Project Initiation Date: July 2, 2019
Design Professional: TBD
General Contractor: TBD
Total Project Budget: $1,300,000.00
1. **SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL**

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

Payment of legal fees for professional services rendered by Baker Donelson Bearman Caldwell & Berkowitz, PC (statement dated 6/27/19) from the funds of the Mississippi Board of Trustees of State Institutions of Higher Learning. (This statement, in the amount of $3,256.24, represents services and expenses in connection with general legal advice.)

| TOTAL DUE | $3,256.24 |

Payment of legal fees for professional services rendered by Hand Arendall Harrison Sale LLC (statements dated 6/6/19 and 7/10/19) from the funds of the Mississippi Board of Trustees of State Institutions of Higher Learning. (These statements, in the amounts of $15,204.30 and $5,356.02, respectively, represent services and expenses in connection with general legal advice.)

| TOTAL DUE | $20,560.32 |

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 4/1/19, 6/1/19, 6/1/19, 6/1/19 and 7/1/19) from the funds of Alcorn State University. (These statements, in the amounts of $30.92, $42.54, $91.85, $12.10, $529.00, and $55.56, respectively, represent services and expenses in connection with immigration/labor certifications.)

| TOTAL DUE | $761.97 |

Payment of legal fees for professional services rendered by Armstrong Law (statements dated 11/7/18 and 7/2/19) from the funds of Jackson State University. (These statements, in the amounts of $2,710.00 and $2,710.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

| TOTAL DUE | $5,420.00 |

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 3/13/19, 7/1/19, 7/2/19, 7/2/19, 7/2/19 and 7/2/19) from the funds of Jackson State University. (These statements, in the amounts of $57.27, $4,000.00, $2,000.00, $460.00, $2,000.00 and $460.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

| TOTAL DUE | $8,977.27 |
Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 6/14/19) from the funds of Mississippi State University. (This statement, in the amount of $2,312.50, represents services and expenses in connection with general legal advice.)

**TOTAL DUE**..........................................................$  2,312.50

Payment of legal fees for professional services rendered by the Winfield Law Firm (statements dated 5/2/19, 7/3/19 and 7/3/19) from the funds of Mississippi State University. (These statements, in the amounts of $528.00, $346.50 and $551.96, represent services and expenses in connection with legal advice.)

**TOTAL DUE**..........................................................$  1,426.46

Payment of legal fees for professional services rendered by Butler Snow (statements dated 3/27/19, 5/28/19, 5/28/19, 6/11/19, 6/18/19 and 6/30/19) from the funds of the University of Mississippi. (These statements, in the amounts of $6,025.50, $21,900.73, $16,254.50, $2,537.00, $767.00, and $1,327.50, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE**..........................................................$  48,812.23

Payment of legal fees for professional services rendered by Evans Petree, PC (statement dated 7/1/19) from the funds of the University of Mississippi. (This statement, in the amount of $2,717.50, represents services and expenses in connection with general legal advice.)

**TOTAL DUE**..........................................................$  2,717.50

Payment of legal fees for professional services rendered by Mayo|Mallett (statements dated 12/6/18, 12/6/18, 12/6/18, 6/10/19, 7/3/19, 7/3/19 and 7/3/19) from the funds of the University of Mississippi. (These statements, in the amounts of $4,347.50, $1,827.84, $1,584.00, $320.40, $831.40, $3,479.50 and $605.71, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE**..........................................................$  12,996.35

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 6/1/19, 6/1/19, 6/1/19, 7/1/19 and 7/1/19) from the funds of the University of Mississippi. (These statements, in the amounts of $500.00, $3,000.00, $523.00, $2,000.00 and $2,500.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE**..........................................................$  8,523.00
Payment of legal fees for professional services rendered by Baker Donelson (statement dated 6/6/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount $10,303.40, represents services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 10,303.40

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 5/7/19, 5/17/19, 5/17/19, 5/17/19, 5/31/19, 6/12/19, 6/12/19, 6/12/19, 6/12/19, 6/12/19, 6/13/19, 6/19/19 and 6/19/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts $2,823.10, $4,307.00, $975.00, $5,869.00, $16,617.20, $501.50, $6,640.40, $678.50, $9,526.75, $209.00, $2,230.50, $994.50 and $8,144.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 59,516.95

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statement dated 5/24/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount $2,029.50, represents services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 2,029.50

Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PLLC (statements dated 5/31/19, 5/31/19, 5/31/19, 6/27/19 and 6/27/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $891.00, $1,221.00, $726.00, $49.50 and $1,848.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 4,735.50

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 3/14/19, 5/6/19, 5/23/19, 6/6/19, 6/6/19, 6/6/19, 6/6/19, 6/6/19, 6/6/19, 6/6/19 and 6/6/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $57.10, $3,895.50, $21,814.90, $12.00, $12.00, $9,195.50, $12.00, $138.50, $12.00, $8,349.99 and $444.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 43,943.49

Payment of legal fees for professional services rendered by Hogan|Lovells (statements dated 12/14/18, 5/30/19 and 6/12/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $4,659.00, $5,153.10 and $46,492.90, respectively, represent services and expenses in connection with legal advice.)
TOTAL DUE...........................................................................$ 56,305.00

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 5/10/19, 6/7/19, 6/7/19, 6/7/19, 6/7/19 and 6/7/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $594.00, $49.50, $16.50, $297.00, $49.50 and $1,435.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 2,442.00

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (statements dated 5/16/19, 5/16/19, 5/16/19, 6/12/19, 6/12/19, 6/12/19 and 6/12/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $162.00, $324.00, $270.00, $49.50, $189.00, $27.00 and $162.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 1,183.50

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace. (statements dated 12/31/18, 4/30/19, 5/1/19, 5/31/19, 6/10/19 and 6/10/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,056.00, $25,401.20, $5,329.10, $3,042.53, $8,893.50 and $2,872.30, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 46,594.63

Payment of legal fees for professional services rendered by Waller Lansden Dortch & Davis, LLPS (statements dated 5/22/19 and 6/18/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $29.50 and $944.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 973.50

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 5/2/19, 5/9/19, 5/29/19, 5/29/19, 5/29/19 5/29/19, 5/29/19, 5/29/19, 5/29/19, 6/3/19, 6/10/19, 6/14/19, 6/21/19, 6/21/19, 6/21/19 and 7/2/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $792.00, $709.50, $429.00, $33.00, $3,458.35, $208.50, $625.50, $41,664.00, $444.18, $540.00, $2,912.07, $2,718.44, $3,057.25, $2,081.60 and $41,664.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 101,337.39
Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 5/31/19, 5/31/19, 5/31/19, 6/18/19, 6/18/19, 6/18/19, 6/18/19, 6/18/19, and 6/18/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $5,479.70, $6,267.76, $8,730.60, $435.00, $627.00, $2,401.50, $6,601.50 and $6,086.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 36,629.56

Payment of legal fees for professional services rendered by Bryan, Nelson Schroeder, Castigliola & Banahan (statements dated 5/22/19, 6/7/19 and 7/10/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $58.50, $1,111.50 and $312.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 1,482.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 6/6/19 and 7/10/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $3,590.20 and $2,466.60, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 6,056.80

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 6/1/19, 6/1/19, 6/1/19, 6/1/19, 6/1/19, 6/1/19, 6/1/19, 6/1/19, 7/1/19, 7/1/19, 7/1/19, 7/1/19, 7/1/19, 7/1/19 and 7/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $42.54, $24.68, $28.67, $42.54, $2,412.54, $2,500.00, $2,000.00, $2,000.00, $7.80, $79.51, $64.94, $2,000.00, $87.20, $545.00 and $10.10, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.................................................................$ 11,845.52

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

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statement dated 6/7/19) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Engineering the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - $1,882.60)

TOTAL DUE.................................................................$ 1,882.60
Payment of legal fees for professional services rendered by Butler|Snow (statement dated 2/15/19) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: “Cache Mapping Technology Matter” – $11,062.50.)

**TOTAL DUE**...............................................................$ 11,062.50

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 3/8/19, 3/9/19, 3/26/19, 4/12/19, 4/26/19, 5/3/19, 5/6/19, 5/22/19, 5/23/19, 5/31/19 and 6/1/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Biologically Active Cannabidiol” - $1,125.00; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes in Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $2,305.00; “Biologically Active Cannabidiol Analogs” - $5,576.70; “Biologically Active Cannabidiol Analogs” - $9,895.00; “Natural Product Formulations with Improved Residual Insect Repellent/Deterrent Activity” - $4,653.25; “Novel Selective Inhibitors of Prolycar-Boxypeptidase” - $1,100.00; “Potent Immunostimulants from Microalgea” - $4,016.00; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes in Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $1,447.00; “Biologically Active Cannabidiol Analogs” - $636.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” – $666.00; and “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $647.00, respectively.)

**TOTAL DUE**...............................................................$ 32,066.95

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/22/19, 3/22/19 3/22/19, 5/9/19, 5/9/19, 5/9/19, 5/20/19 and 5/20/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Stabilized Formulation of Triamcinolone Acetonide” - $95.00; “Novel Tools for Assessing the Skin Sensitization Potential of Chemicals” - $659.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” - $2,222.50; “Novel Tools for Assessing the Skin Sensitization Potential of Chemicals” - $38.00; “Amphotericin Loaded Pegylated Lipid Nanoparticles for Human Veterinary Use” - $28.50; “Methods for Detecting Humans” - $563.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” - $47.50; and “Stabilized Formulation of Triamcinolone Acetonide” - $2,534.00.)

**TOTAL DUE**...............................................................$ 6,187.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 5/9/19, 5/9/19, 5/20/19, 5/20/9, 5/20/19, 5/20/19, 5/20/19, 5/20/19, 5/20/19, 6/25/19, 6/25/19, 6/25/19, 6/25/19 and 6/25/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $518.00, $936.00, $38.00, $57.00, $525.00, $645.00, $2,510.50, $1,142.00,
$312.00, $480.00, $150.00 and $151.50, respectively, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE...........................................................................................................$ 7,465.00**

2. **SYSTEM – EMERGENCY APPROVAL TO AMEND CONTRACT WITH HAND ARENDALL HARRISON SALE, LLC AS OUTSIDE COUNSEL**

Trustee Ann Lamar, as Board Legal Committee Chair, on behalf of the Board, approved the agency’s emergency request to amend its contract for legal services with Hand Arendall Harrison Sale, LLC to increase the maximum amount payable under that contract from $40,000 to $55,000. All other provisions of the contract remain unchanged. The circumstances of the matters being handled by the firm are such that those matters have required the expenditure of more time and effort than originally expected by all parties, and the system office determined that the additional effort and expense involved is reasonable and necessary in light of the nature and complexity of the matters at issue. The Attorney General has approved this contract amendment.

3. **UM – EMERGENCY APPROVAL TO CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

Trustee Ann Lamar, as Board Legal Committee Chair, on behalf of the Board, has approved UM’s emergency request for the UM Educational Building Corporation to contract with Butler Snow LLP for legal services related to the issuance of new bonds in order to refund or refinance outstanding obligations. The approved rate is $1.90 per $1,000 dollars for the first $25,000,000 of bonds issued and $1.15 per $1,000 dollars of bonds issued over and above $25,000,000. This firm carries professional liability coverage in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. The approval of this request is contingent on approval by the Attorney General.

4. **USM – EMERGENCY APPROVAL TO CONTRACT WITH DORMAN LAW OFFICES, PLLC AS OUTSIDE COUNSEL**

Trustee Ann Lamar, as Board Legal Committee Chair, on behalf of the Board, has approved USM’s emergency request to contract with Dornan Law Offices, PLLC to provide legal services pertaining to the Point Cadet settlement. The term of the contract is one year beginning June 28, 2019 with hourly rates of $165 for partners, $135 for associates and $65 for paralegal services. The maximum amount payable under the contract is $40,000. This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. The Attorney General has approved this contract.
1. **SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

The following items have been approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.

a. **JSU** – 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 June 12, 2019, Commissioner Alfred Rankins, Jr. approved the budget revision for one of the FY 2019 Ayers academic programs. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e., self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. This revision fits under the pre-approval by the IHL Executive Office policy section of the guidelines. The Provost’s Scholarship Pool program requested to transfer $13,475 from student aid to the salaries, wages and fringe benefits category. This request is consistent with the accounting treatment of the graduate assistants that were included in student aid for the original budget, but actual expenditures are coming out of salaries, wages and fringe benefits. 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.

b. **MSU** – On July 23, 2019, Commissioner Alfred Rankins, Jr. approved the Ground Lease Agreement between Mississippi State University and the Epsilon Eta Chapter of Alpha Delta Pi House Corporation for the lease of Lot #18, Sorority Hill Subdivision on the Mississippi State campus. The term of the lease is 50 years at a cost of $50.00. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

c. **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 July 24, 2019, Commissioner Alfred Rankins, Jr. approved the budget revisions for the FY 2019 Ayers academic programs after conducting a review. It appears that these revisions were necessary to align 2019 budgets to individual program needs as of the end of the year. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e., self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The revisions contain no increases to the total budgets but rather reallocations among individual expense categories. A copy of the document is on file at the Board Office.

d. **MVSU** - On July 24, 2019, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between Mississippi Valley State University and the City of Chula,
Mississippi for office and parking space in The Robert G. Clark Municipal City Complex for use by the MVSU Mass Transit Program. The term of the lease is five years beginning July 1, 2019 at a cost of $375 per month payable in monthly installments in advance as set out in Paragraph 1. Terms and Rent of the agreement. 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 Board Policy 707.03 Approval of Prepayment for Goods or Services.

e. UM – On June 27, 2019, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi, Mississippi Mineral Resources Institute (MMRI) and Bobby Jordan for a building being used by the MMRI machine shop. The building has been under lease by MMRI for more than 10 years with the most recent 5-year lease approved on June 12, 2014. The term of the subject lease will be one year beginning July 1, 2019, at a total cost of $10,800 payable in $900 monthly installments. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

f. UM – On July 18, 2019, Commissioner Alfred Rankins, Jr. approved the Lease Estoppel Agreement between the Mississippi Board of Trustees of State Institutions of Higher Learning/University of Mississippi (IHL/UM) and Delta Rho House Association of Kappa Kappa Gamma Fraternity (KKG) and Paragon Bank. IHL/UM has held a lease with KKG for the sorority lot since June 2011. KKG now seeks financing to renovate the sorority residential facility through Paragon Bank through a construction/term promissory note secured with a leasehold deed of trust. As a condition of the loan, Paragon requested UM/IHL and KKG to execute a Lease Estoppel Agreement specifying that the lease is valid and subject to no offsets, counterclaims and credits, that KKG’s use of the leased premises is consistent with all applicable law and lease terms, and that UM/IHL consents to the construction/term promissory note and leasehold deed of trust. Commissioner approval of this arrangement is required because the lease between IHL/UM and KKG provides that neither the premises nor the lease may be pledged as security for a loan without the prior written consent of the Lessor (IHL/UM). The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts as the last paragraph of the policy states, “Institutional Executive Officers and the Commissioner are authorized and empowered to approve and execute on behalf of their respective institutions all other land, personal property and service contracts. All such contracts shall be executed in accordance with state law and board policy.”

g. UM – On July 25, 2019, Commissioner Alfred Rankins, Jr. approved the Amended Lease between the Institutions of Higher Learning (University of Mississippi) and Delta Rho House Association of Kappa Kappa Gamma Fraternity for sorority lot no. 211 at the University of Mississippi’s Oxford campus. The original lease is being amended and extended to allow the Delta Rho House
Association to seek financing through Paragon Bank for renovations to the sorority house (the KKG House). The lease term is being extended from a previous termination date of April 30, 2041 to May 31, 2049, as well as other necessary amendments. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property.

h. **UMMC** – On June 13, 2019, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Medical Center and Journal, Inc. for approximately 5,924 square feet of clinic space in Tupelo, MS. The term of the agreement is one year beginning September 1, 2019 through August 31, 2020, at a cost of $7,780.18 per month payable in monthly installments in advance as set out in Paragraph 4.1 of the agreement. 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 Board Policy 707.03 Approval of Prepayment for Goods or Services.

i. **UMMC** – On June 18, 2019, Commissioner Alfred Rankins, Jr. approved the Equipment Rental Agreement between the University of Mississippi Medical Center and Getinge US Sales, LLC for an extracorporeal membrane oxygenation (ECMO) machine on an as-needed basis to supplement the six ECMO machines currently owned by UMMC. The term of the agreement is for one year from the date of execution, which is expected to be on or about June 15, 2019, at a maximum cost of $70,000. If a pump is needed, the rental is typically for one month at an approximate cost of $11,550 for the 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.

j. **USM** – On June 12, 2019, Commissioner Alfred Rankins, Jr. approved the renewal of the agreement with United Healthcare Insurance Company to provide health insurance to its graduate assistants, resident assistants, and international students. In May 2017, the IHL Board approved an agreement between the parties with a one-year policy term running from August 15, 2017 – August 14, 2018. Although this was a one-year term policy, according to the Agenda write-up, the parties have the option to enter into mutually agreed upon annual renewals. In August 2018, USM was granted Commissioner approval to renew the agreement for an additional one-year period. The renewal of the agreement is for the 2019-2020 Academic Year (AY). The annual premiums for students have increased from $2,129 for AY 2018/2019 to $2,293 for the upcoming academic year, a 7.7% increase from AY 2018/2019. Premiums are payable in advance. The total annual premiums paid for AY 2018/2019 was approximately $1.8 million with USM paying $724,924. The estimated premiums for AY 2019/2020 is $1.94 million with USM estimated to pay $786,842, an 8.7% increase over the previous year. This expected increase in premiums paid by USM does not exceed 110% of the total premiums paid by USM under the current policy. Legal Staff reviewed this item and found it compliant with Board Policy 707.01 Land,
Property, and Service Contracts and Board Policy 707.03 Approval of Prepayment for Goods or Services.

k. USM – On June 27, 2019, Commissioner Alfred Rankins, Jr. approved the renewal of the Agreement between the University of Southern Mississippi and Barnes & Noble College Booksellers which renews the current agreement by 3 months. The current agreement expires on June 30, 2019 but has an option to renew for up to 5-years subject to mutual agreement. The purpose of this extension is to allow additional time to review terms of a proposed 3-year extension of that agreement. All other terms of the current agreement remain unchanged during this 3-month extension period. The 3-year extension will be submitted for Board approval this fall. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

l. USM – On July 8, 2019, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Southern Mississippi and the University of Southern Mississippi Foundation (Foundation) for the lease of a certain parcel of land on USM’s Hattiesburg campus for the purpose of constructing a new center for veterans’ services (Center). The Foundation will construct the Center using privately donated funds. The lease will commence upon execution and will continue through December 31, 2022 or thirty (30) days subsequent to completion of the Center, whichever is earlier. Consideration for the lease during the lease term is one dollar ($1.00) per year, and the reversion of all rights in the premises to USM at the completion and acceptance of the Center. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

m. USM – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On July 16, 2019, Commissioner Alfred Rankins, Jr. approved the University of Southern Mississippi’s 2019-2020 Traffic and Parking Regulations. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.

n. USM – On August 1, 2019, Commissioner Alfred Rankins, Jr. approved the amended Lease Agreement between the University of Southern Mississippi and AITC Polymers, LLC. The original lease, dated February 15, 2018, is being amended to reduce the square footage of space being leased from 1,415 square feet to 456 square feet, reducing the annual lease amount from $24,000 to $13,680 per year for the lease and setting terms for lessor’s removal of all trade fixtures from space previously occupied. All other terms of the original lease remain in full force and effect. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
o. **SYSTEM** – On June 18, 2019, Commissioner Alfred Rankins, Jr. reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning January 1, 2019 and ending March 31, 2019. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration.

p. **SYSTEM** – In accordance with Board Policy 702.03 Approval of Tuition, Fees, and Other Student Charges, each institution is required to submit a report of their annual participation/optional fees to the Board through guidelines established by the Commissioner’s Office. Participation/Optional Fees are defined in Board Policy 702.02 Definitions as assessments for “supplies, activities, or services made available to students or as fines for misconduct, violation of institutional policy, or violation of contractual agreements”. On June 18, 2019, Commissioner Alfred Rankins, Jr. reviewed and approved the FY 2019 Participation and Optional Fees Report. The fees became effective July 1, 2018 and remain in effect throughout the fiscal year ending June 30, 2019. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of this report will be maintained in the IHL Department of Finance and Administration.

q. **SYSTEM** - In accordance with Board Policy 613 Athletics subsection (c) Athletic Tickets, each institution is required to submit a summary of their most recent annual Complimentary Athletic Ticket activity. Each institution is obligated to keep accurate records of complimentary tickets distributed by number of tickets and category of recipients and shall file an annual report with the Commissioner. On June 18, 2019, Commissioner Alfred Rankins, Jr. reviewed and approved the Fiscal Year 2019 Complimentary Athletic Tickets Report. The IHL financial staff have reviewed and approved the institutions’ submissions. A copy of this report will be maintained in the IHL Department of Finance and Administration.

r. **SYSTEM** – In accordance with Board Policy 703.04 Institutional Scholarships, Tuition Waivers and Fellowships Subsection F Policy Guidelines, each institution is required to submit an annual summary of actual expended E&G Scholarships, Fellowships and Tuition Waivers for the past fiscal year. Included in this presentation would be a summary of the actual E&G student aid expenditures by financial aid category as well as the number of category award recipients. On June 18, 2019, Commissioner Alfred Rankins, Jr. reviewed and approved the FY 2018 presentation. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration.