MEETINGS SCHEDULE

Health Affairs Committee | January 15, 2020, 2:00p
| UMMC Norman C. Nelson Student Union

IHL Board Meeting | January 16, 2020, 9:00a | IHL Board Room

CALL TO ORDER

INVOCATION

INTRODUCTION OF GUESTS

MINUTES

November 21, 2019 Regular Board Meeting Minutes

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### ADJOURNMENT
ANNOUNCEMENTS

- President Parker thanked Dr. Jerryl Briggs, President of Mississippi Valley State University, for hosting the meeting on their campus.
- Trustee Morgan introduced Dr. Shelly Buchanan-Garlotte, Visiting Professor at Mississippi Valley State University, and Dr. Lawrence Goldman, Professor of Fine Arts-Music at Mississippi Valley State University. Dr. Buchanan-Garlotte sang *The Lord’s Prayer* with Dr. Goldman accompanying her on the keyboard.

INTRODUCTION OF GUESTS

- President Parker welcomed the Student Government Association Officers: Elizabeth Swindle, SGA President at Delta State University; Jake Manning, SGA President at Mississippi State University; John Jacob Miller, SGA President at Mississippi University for Women; Brandon McCall, SGA President at Mississippi Valley State University; Barron Mayfield, SGA President of the University of Mississippi; and Michael Matrick, SGA President at the University of Southern Mississippi.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Morgan, with Trustees Cunningham and Martin participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on October 17, 2019.
CONSENT AGENDAS

On motion by Trustee Starr, seconded by Trustee Dye, with Trustees Cunningham and Martin participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

ACADEMIC AFFAIRS

1. SYSTEM – Approved the degrees to be conferred at the following levels in December 2019 provided each candidate has met all requirements for the degree.

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<p>| <strong>Delta State University</strong> |                                 |        |          |       |
| College of Arts and Sciences | 82                         |        |          |       |
| Bachelor of Arts            | 8                              |        |          |       |
| Bachelor of Applied Science | 3                              |        |          |       |
| Bachelor of Fine Arts       | 9                              |        |          |       |
| Bachelor of Music Education | 3                              |        |          |       |
| Bachelor of Science         | 29                             |        |          |       |
| Bachelor of Science in Education | 4                        |        |          |       |
| Bachelor of Science in Social Justice &amp; Criminology | 8                      |        |          |       |
| Bachelor of Science in Interdisciplinary Studies | 9                      |        |          |       |
| Bachelor of University Studies | 9                       |        |          |       |</p>
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Jackson State University

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**Graduate**

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<td>Master of Public Health</td>
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**Mississippi State University**

**College of Agriculture and Life Sciences**

- Bachelor of Science                | 132
- Bachelor of Landscape Architecture | 3
- Master of Science                  | 31
- Master of Landscape Architecture   | 3
- Master of Agriculture              | 1
- Doctor of Philosophy               | 9

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

- Bachelor of Science                | 1
- Bachelor of Fine Arts              | 8

**College of Arts and Sciences**

- Bachelor of Arts                   | 142
- Bachelor of Science                | 213
- Bachelor of Applied Technology     | 3
- Bachelor of Social Work            | 15
- Master of Arts                     | 4
- Master of Science                  | 23
- Master of Public Policy and Admin | 4
- Doctor of Philosophy               | 4

**College of Business**

- Bachelor of Business Administration | 206
- Master of Business Administration  | 43
- Doctor of Philosophy               | 1

**College of Education**

- Bachelor of Music Education        | 4
- Bachelor of Science                | 187
- Master of Arts in Teaching         | 13
- Master of Arts in Teaching Secondary | 8
- Master of Arts in Teaching Special | 5
- Master of Science                  | 30
- Master of Science Instructional Technology | 2
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**Mississippi University for Women**

| **Undergraduate**               |                              |        |          |       |
| Bachelor of Applied Science     |                              | 19     |          | 19    |
| Bachelor of Art                 |                              | 20     |          | 20    |
| Bachelor of Business Administration |                          | 9      |          | 9     |
| Bachelor of Fine Art            |                              | 3      |          | 3     |
| Bachelor of Music               |                              | 4      |          | 4     |
| Bachelor of Professional Studies |                              | 3      |          | 3     |
| Bachelor of Science             |                              | 85     |          | 85    |
| Bachelor of Science in Nursing  |                              | 21     |          | 21    |
| Bachelor of University Studies  |                              | 1      |          | 1     |
| **Total Undergraduate Degrees** |                              | 165    |          | 165   |
| **Total Graduate Degrees**      |                              | 9      |          | 9     |
| **Total Degrees**               |                              | 174    |          | 174   |
### Institution: Mississippi Valley State University

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### Institution: University of Mississippi

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University of Mississippi Medical Center

Undergraduate
- Bachelor of Science in Nursing | 79 |

Graduate/Professional
- Master of Biomedical Science | 6 |
- Master of Biostatistics and Data Science | 2 |
- Master of Science in Nursing | 11 |
- Doctor of Nursing Practice | 6 |
- Doctor of Dental Medicine | 1 |
- Doctor of Medicine | 6 |
- Doctor of Philosophy | 7 |

Total Undergraduate Degrees | 79 |
Total Graduate/Professional Degrees | 39 |
Total Degrees | 118 |

University of Southern Mississippi

College of Arts and Sciences
- Bachelor of Arts | 128 |
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**FINANCE**

2. **SYSTEM** – Approved the requests to escalate the Ayers Endowment Diversity Program budget for Alcorn State University (ASU), Jackson State University (JSU) and Mississippi Valley State University (MVSU). These escalations are needed to cover increased costs associated with program operating costs. The original budgets were approved at the June 2019 Board meeting. At that time, estimates of available funding were used to build the budget for these programs. Actual funding is now known, and the institutions have requested to revise their budgets to equal actual sources as shown. All funds budgeted within these programs were generated from annual interest earnings of the Ayers Public and Private Endowment investments.

**Alcorn State University**

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Current Budget FY 2020</th>
<th>Budget Revision</th>
<th>Revised Budget FY 2020</th>
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<tr>
<td>Salaries, Wages &amp; Fringe Benefits</td>
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<td>$</td>
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<tr>
<td>Travel</td>
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*Note: System Total for December 2019 represents an increase of 565 degrees from December 2018’s total of 4814.*
Jackson State University

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Mississippi Valley State University

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<th>Revised Budget FY 2020</th>
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3. **MSU** – Approved the request to enter a License Agreement with CAS, a division of the American Chemical Society (CAS) to provide access to the SciFinder database. SciFinder is a research discovery application that provides access to a comprehensive and authoritative source of references, substances, and reactions in chemistry and related sciences. The term of the contract is two (2) years, seven (7) months, from December 1, 2019 through June 30, 2022. The total cost of the contract is $359,659.58. 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. **MSU** – Approved the request to enter a contract with STM Charters, Inc. (“STM”) for the purpose of air transportation services for the MSU Men’s Basketball team during the 2019-20 season. The agreement includes 11 round trip flights as shown in the appendix of the agreement. The contract shall commence on 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 $483,600. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, the Board approved the request to pay a deposit prior to the flights. Prepayment is very common and most often required in this industry. The contract will be funded by the Athletic Department. 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 enter a contract with STM Charters, Inc. (“STM”) for the purpose of air transportation services for the MSU Women’s Basketball team during the 2019-20 season. The agreement includes eight (8) round trip flights as shown in the appendix of the agreement. The contract shall commence on 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 $332,700. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, the Board approved the request to pay a deposit prior to the flights. Prepayment is very common and most often required in this industry. The contract will be funded by the Athletic Department. 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. **MSU** – Approved the request to subscribe to 140 electronic journals from Wiley Subscription Services, Inc. These research-oriented journals are used by MSU faculty, staff and students for educational and research purposes. The term of the contract is January 1, 2020 to December 31, 2020. The total subscription cost is $444,326.91. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, the Board approved the prepayment of the annual subscription cost. 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.

7. **MSU** – Approved the request to subscribe to 58 electronic journals from Springer Nature Customer Service Center, LLC. These research-oriented journals are used by MSU faculty, staff and students for educational and research purposes. The term of the contract is January 1, 2020 to December 31, 2020. The total value of the contract is $346,008.06. 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.

8. **MSU** – Approved the request to enter a Federal grant funded contract with UNC Emerging Technology Lab (UNC) to create an interactive app and desktop tool to engage middle and high school student for college access through the GEAR UP MS project. The purpose of this contract is to fulfill requirements of the federally funded U.S. Department of Education GEAR UP MS grant for the development of a statewide college-access application representing 8 IHL campuses, 15 community college campuses, and 8 key MS industries. The term of the contract is nine (9) months, from November 15, 2019 through August 22, 2020. The total cost of the contract is $461,750. The contract will be funded with U.S. Department of Education Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) award number P334S190003. 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. **UM** – Approved the request by the University of Mississippi (UM) Financial Aid Department to enter a contract with CampusLogic, Inc. The agreement will provide a cloud-based, secure document management system/portal for student/parents to upload documents and review outstanding requirements and to allow for paperless file review, automated student communications, file indexing, and dashboard reporting. The Agreement shall be in effect as of the first day of the month following the date of UM’s signature, with the anticipated effective date being December 1, 2019. It will continue for the initial term of thirty-six (36) months, November 30, 2022. Following the initial term, this Agreement will automatically renew for two (2) successive periods of twelve (12) months ending November 30, 2024, unless terminated by UM. The amount of the agreement is $284,000 over the initial three-year period. The fee for year 1 is $91,000, year 2 is $94,600, and year 3 is $98,400. The contract allows for up to two one-year extensions. The amount for year 4 is $102,362 and year 5 is $106,456. If all renewals are exercised, resulting in a five-year contract, the total contract value would be $492,818. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, the Board approved the prepayment of the annual cost each year. The funding source for this contract will be 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.

10. **UM** – Approved the request to enter a contract with Professional Computing Resources, Inc. (PCR) to provide a communications lifecycle management solution. The scope of work includes transition from an on-premise MySoft Call Accounting/Billing System to another on-premise communications management solution, a software license, and software maintenance all provided by PCR. The Agreement shall be in effect as of the date of the last signature appearing on License Agreement and will continue for the initial term of two (2) years. Following the initial term, this Agreement will automatically renew for five (5) successive periods of one (1) year. If all renewals are exercised, the term of the contract shall be for a period of seven (7) years. The total amount of the contract is $374,041 if all renewals are exercised. Pursuant to IHL policy 707.03, Approval of Prepayment for Goods or Services, the Board approved payment in advance of the first day of each service period. The agreement will be funded with 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. **UM** – Approved the request to enter a contract with STM Charters, Inc. for passenger charter air transportation and related services for the Ole Miss Men’s Basketball team for the 2019/2020 season provided by Elite Airways and Mergrass. The contract will begin on January 3, 2020 and end on February 25, 2020. The contract amount is $373,900 which is billed in two installments. The funding source for this contract is self-generated intercollegiate athletic 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.
12. **UM** – Approved the request to enter a contract with STM Charters, Inc. for passenger charter air transportation and related services for the Ole Miss Women’s Basketball team for the 2019/2020 season provided by Elite Airways and Merergrass. The contract will begin on December 3, 2019 and end on March 8, 2020. The contract amount is $336,250 billed in two installments. The funding source for this contract is self-generated intercollegiate athletic 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.

13. **UM** – Approved the request by the University of Mississippi Libraries to amend a contract with John Wiley & Sons, Inc. The contract provides secure perpetual access to electronic journal content for an unlimited number of authorized users, to set the price of those journals, and to purchase a specified number of tokens for access to unsubscribed journal articles. The amendment to the contract will modify the list of journal titles available. This contract will be in place from January 1, 2020 to December 31, 2021. This contract will total $329,146.12 in the first year and $335,197.04 in the second year for a list of Core titles, for two subject area packages (AnthroSource and Cochrane Library), and for up to 2,000 tokens providing article-level access to unsubscribed content. These totals may vary some due to changes in the Core title list and in the number of tokens required. UM does not expect costs to vary by more than $20,000 over the two years, so the estimated total contract amount is $684,343.16. Pursuant to IHL policy 707.03, Approval of Prepayment for Goods or Services, the Board approved payment for this content before the start of each subscription year. 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. 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. **UM** – Approved the request to amend the contract with Carnegie Dartlet LLC. This contract amendment, Statement of Work 2, allows for the planning, facilitation and delivery of a two-day admissions marketing strategy summit, plus travel costs required for the Carnegie Dartlet team to travel to Oxford to conduct the summit. The term of this new SOW is one year or coterminous with the Master Service Agreement, which ever time period is less. The term of the Master Service Agreement is March 22, 2019 – March 21, 2020. The amount of this amendment is $61,865 which includes agreed upon travel, printing, and materials expenses. This addition would increase the total amount of the Agreement to a sum not to exceed $380,865. The source of funding for the contract will be 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.

15. **UMMC** – Approved the request to amend the reagent rental agreement with Beckman Coulter, Inc. to extend the term for twelve (12) months. The agreement is for the purchase of a committed amount of reagents and supplies from Beckman in exchange for the use of the Navios equipment, software, service and maintenance. UMMC’s pathology and transplant departments use the instrumentation for a variety of clinical applications, such as leukemia/lymphoma panels, monitoring of HIV, leukemia and lymphoma therapies, and organ transplant cross matching. The term of the amended agreement is forty-six (46)
months, from February 15, 2017, through December 31, 2020. The original agreement was for a term of thirty-four (34) months. The amendment extends the term for twelve (12) months. The total estimated cost of the amended Agreement is $2,320,805.97. The total estimated cost of the original agreement was $1,918,152.50. During the extended term, UMMC anticipates the need for an additional $402,653.47, which includes a 10% increase for projected volume growth and annual price increases included in the original agreement. 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.

16. **UMMC** – Approved the request to enter an Equipment Usage Agreement with Hologic (MA), LLC. Under the Agreement, Hologic provides usage and maintenance of Papanicolaou anatomic preparation (pap) testing equipment and related testing supplies. In addition, Hologic will provide the ThinPrep Imaging System Duo, a device that uses computer imaging technology to assist in primary cervical cancer screening. In return for the use and maintenance of the equipment, UMMC commits to purchase a minimum amount of ThinPrep pap reagents. The term of the Agreement is five (5) years, beginning after installation and training on the new equipment, which is expected to be on or about January 1, 2020, through December 30, 2024. The total estimated cost of the Agreement over the five (5) year term is $359,519.68. The agreement will be funded by hospital patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

17. **UMMC** – Approved the request to amend the Mobile PET/CT Scanner Lease and Operating Agreement with Insight Health Corp. (Insight) to extend the term of the Agreement by 2 years and reduce the lease charges. The Agreement is for the lease of a mobile PET/CT scanner for use at UMMC Grenada. The term of the amended Agreement is seven (7) years, from December 1, 2014, through November 30, 2021. The original agreement was for an initial term of three (3) years with two (2) successive renewal periods of one (1) year each, expiring on November 30, 2019. The amendment extends the term for an additional two (2) years through November 30, 2021. The total estimated cost of the amended Agreement is $946,400. The total estimated cost of the original Agreement was $728,000. During the extended term, UMMC anticipates the need for an additional $218,400. Under the amendment, lease charges have been reduced to $4,200 per day. This cost reduction is expected to save $36,400 per year over current lease costs. 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.

18. **UMMC** – Approved the request to amend the existing Product Schedule 138470 (Schedule) with Roche Diagnostics Corporation to extend the term of the Schedule and to amend the Master Agreement to include sections on Information Security and Insurance, and to amend the section on Limitation of Liability/Indemnity. The purpose of the Schedule is to purchase reagents and consumables for use in the Molecular department of UMMC’s Clinical Laboratory. The cost to purchase the reagents and kits used in conjunction with the equipment includes the rental fee for the equipment. The Molecular department uses
the equipment to test for Hepatitis B, Human Immunodeficiency Virus (HIV), and Cytomegalovirus (CMV). The total term of the amended Schedule is forty-eight (48) months, from December 14, 2016, through December 13, 2020. The original Schedule was for a term of thirty-six (36) months. The amendment extends the term for twelve (12) months. The total estimated cost of the amended Schedule is $4,254,474.41. The total estimated cost of the original Schedule was $3,329,211.22. Pricing under the agreement may increase annually at a rate based upon the Hospital and Related Services Component of the Consumer Price Index for All Urban Consumers (CPI-U). During the extended term, UMMC anticipates the need for an additional $925,263.19, which includes a twenty-three percent (23%) increase for projected volume growth and potential price increases. 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.

19. **UMMC** – Approved the request to enter a Clinical Data Base Services Agreement with Vizient, Inc. This agreement will allow UMMC a subscription license to Vizient’s Clinical Database (CDB) as well as provide Core Measure Reporting Services (CM Services). The CDB access will allow UMMC to compare and analyze comprehensive clinical quality, supply spend, and resource utilization data. UMMC is required to utilize a third-party vendor to generate and submit Core Measure Data to Centers of Medicare & Medicaid Services (CMS). The term of the Agreement is three (3) years, from January 1, 2020, through December 31, 2023. The total cost of the Agreement is $909,546.50. This amount includes a three percent (3%) increase per year after the first year’s annual amount of $284,560.00. In addition, UMMC estimated $30,000.00 for reimbursable expenses over the total term of the agreement. The agreement will be funded by hospital patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

20. **USM** – Approved the request to enter a lease amendment with Oxiteno USA LLC, a Texas limited liability corporation with a registered address at 9801 Bay Area Blvd., Pasadena, TX 77507 (Company). The Company wishes to increase its leased space from approximately 3277 to approximately 5064 square feet at the University’s Accelerator building for additional rent in the amount of $44,675.00 annually. The was a two-year initial term with three (3) one-year renewal terms. The total annual rent is increased to $121,925.00 for Amendment Two. Total rent for the remaining term of the lease and renewal terms, if any, is $203,431.03. The Accelerator building was constructed with federal grant 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.

21. **USM** – Approved the request to enter a lease amendment with Emergent Protective Products USA Inc., a Maryland corporation with a registered address at 400 Professional Drive, Suite 400 Gaithersburg, MD 20879 (Company). The Company will lease approximately 8916 square feet of office, cubicle, laboratory, and highbay space at USM’s Accelerator building. The Company currently leases 9288 square feet of space. The is a ten-year initial term with four (4) one-year renewal terms. The total annual rent is decreased to $136,575.00 for Amendment Two. Total rent for the remaining term of the
lease and renewal terms, if any, is $1,368,369.25. The Accelerator building was constructed with federal grant funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

REAL ESTATE
22. USM – Approved the exterior design or the Alumni Pavilion project. The USM Alumni Association will fund and construct a new Alumni Pavilion to be located on the east side of Spirit Park, close to the Athletic Center. The use of the pavilion will be managed by the student activities department and can be utilized by anyone who wants to use it on campus. It will be the only pavilion located in Spirit Park. The space around the pavilion will remain open green space. A rendering of the building is included in the bound November 21, 2019 Board Working File.

LEGAL
23. MSU – Approved the request to modify a contract with the firm of VALAUSKAS CORDER, LLC to provide services necessary in assisting the University with various patent applications, identification and forensic 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. Modification #8 will extend contract term for one (1) year or until November 16, 2020. All other provisions of the Agreement for Legal Services dated November 17, 2011 shall remain in effect. This Modification has been approved by the Office of the Attorney General.

24. UM – Approved the request to enter an interlocal agreement with the Oxford Tourism Council to install wayfinding signage throughout the City of Oxford as part of a comprehensive traffic plan. The total cost of the installation is estimated to be $250,000 to $300,000. The University’s share will be $90,000, paid in two installments – one $45,000 payment this fiscal year on or before December 31, 2019, and a second $45,000 payment the next fiscal year on October 1, 2020. These costs will be paid with self-generated funds. This request has been approved by the Office of the Attorney General. A copy of the agreement is available in the bound November 21, 2019 Board Working File.

PERSONNEL REPORT
25. Other Item

Mississippi State University
Approved the request to eliminate the Vice President of Campus Services position and to significantly modify the Vice President for Finance to the Vice President of Finance and Administration in accordance with IHL Board Policy 401.0102 Delegation of Authority subsection A.
ADMINISTRATION/POLICY
26. ASU – Approved the request to bestow one honorary degree at its December 2019 commencement ceremony. Supporting documents are on file at the Board Office.
27. DSU – Approved the request to bestow one honorary degree at its May 2020 commencement ceremony. Supporting documents are on file at the Board Office.
28. USM – Approved the request to bestow one honorary degree at its December 2019 commencement ceremony. Supporting documents are on file at the Board Office.

REGULAR AGENDAS

ACADEMIC AFFAIRS
Presented by Trustee Alfred McNair, Chair

On motion by Trustee McNair, seconded by Trustee Hooper, with Trustees Cunningham and Martin 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 Morgan, with Trustees Cunningham and Martin participating by phone, all Trustees legally present and participating voted unanimously to approve item #2.

1. SYSTEM – Approved following new academic programs:
   a. MSU – Master of Science in Computational Biology (CIP 26.1104) degree.
   b. MSU – Doctor of Philosophy in Computational Biology (CIP 26.1104) degree.
   c. UM – Bachelor of Arts in Education (BAE) in Physical Education (CIP 13.1314) degree.
   d. UM – Bachelor of Arts (BA) in Early Childhood Education (ECE) (CIP 13.1210) degree.
   e. UM – Bachelor of Science Engineering (BSE) (CIP 14.0101) degree.
   f. UM – Bachelor of Science in Public Health and Health Science (PHHS) (CIP 51.2207) degree.
   g. UM – Bachelor of Arts (BA) in Rhetoric (CIP 23.1304) degree.

2. SYSTEM – Approved the proposed amendments to Board Policy 201.0507 Campus Locations and Programs 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.)

FINANCE AGENDA
Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee Ogletree, with Trustees Cunningham and Martin 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 Starr, with Trustees Cunningham and Martin participating by phone, all Trustees legally present and participating voted unanimously to approve item #2.
1. **UMMC** – Approved the request to enter into a Lease Agreement with DOC-GRENADA MOB, LLC, 19,727 square feet of clinic space located at Grenada Medical Complex, 1300 Sunset Drive, Grenada, Mississippi, for use by various clinic practices, including family medicine, imaging, surgery, cardiology, and outpatient rehabilitation. The initial term of the Lease is five (5) years, with the right to extend the term for two (2) additional periods of five (5) years each. The Board approved the entire term of fifteen (15) years, from December 1, 2019, through November 30, 2034. The total cost of the Lease over the maximum fifteen (15) year term is $9,317,344.00. The initial rent is $26.25 per square foot and increases by one percent (1%) each year beginning in Year 2. In addition to the base rent, UMMC also will pay its pro rata share of operating expenses, which is 37.20% at the outset of the Lease, and a $500 per month fee for the right to hook up the mobile PET/CT scanner to the building. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the prepayment of the monthly rent. The agreement will be funded by patient revenues. By December 31, 2019, UMMC will provide the Board with written action plans to achieve the pro-forma volume increases and revenue realization. UMMC will also provide the Partnership and Affiliation Review Committee (PARC) Working Group with semi-annual reports of volumes and operating results for operations in the Grenada Medical Complex. 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. **UMMC** – Approved the request to enter a Pricing Agreement with Rebate with Edwards Lifesciences, LLC (Edwards) for the purchase of transcatheter aortic valve replacement (TAVR) products and earn rebates based on the volume of TAVR purchases. TAVR devices are used in UMMC’s Adult Catheterization Lab to repair or replace the aortic valve in a patient’s heart when their aortic valve is not functioning properly. The term of the Agreement is five (5) years, from December 1, 2019, through November 30, 2024. The total estimated cost of the Agreement over (5) years is $11,830,000. Each heart valve system is $32,500, which is consistent with pricing under the previous agreement. Upon the purchase of at least eight (8) systems in each calendar quarter or thirty-two (32) systems in each year, UMMC will earn quarterly and annual rebates for each system purchased. The higher the volume of purchases systems, the greater the rebate amount. The current agreement will be funded by hospital patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

**LEGAL AGENDA**

Presented by Trustee Ann Lamar, Chair

On motion by Trustee McNair, seconded by Trustee Ogletree, with Trustees Cunningham and Martin participating by phone, all Trustees legally present and participating voted unanimously to move items #1 and #2 to the Executive Session Agenda. Trustee Gee Ogletree recused himself from voting on item #3 on the Legal Agenda by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Lamar, seconded by Trustee Duff, with Trustee
Ogletree absent and not voting and with Trustees Cunningham and Martin participating by phone, all Trustees legally present and participating voted unanimously to approve item #3. Trustee Ogletree returned to the room following the conclusion of the discussion and vote on item #3 on the Legal Agenda.

1. UMMC – Settlement of Tort Claim No. 3324. (THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)

2. USM – Settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-37935-1. (THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)

3. UMMC – Approved the contract between the University of Mississippi Medical Center and Butler Snow, LLP, to provide in-state lobbying and government relations consulting services. The contractual flat fee is $35,000 (payable $5,000.00 per month) plus reimbursement of reasonable expenses. The fee will be paid with self-generated funds. The term of the agreement is December 1, 2019 through June 30, 2020. The Attorney General’s Office 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 November 21, 2019 Board Working File.

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

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

1. SYSTEM – Approved the Board meeting dates and locations for January through December 2020, as follows:

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<tr>
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<th>Location</th>
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<tbody>
<tr>
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<td>Thursday, Feb 20, 2020</td>
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<tr>
<td>Thursday, March 19, 2020</td>
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<td>Thursday, April 16, 2020</td>
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<td>Thursday, May 21, 2020</td>
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<td>Thursday, June 18, 2020</td>
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INFORMATION AGENDAS
Presented by Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS

1. SYSTEM – The Board received the annual report on institutional accreditation. A table summarizing the system accreditation activity for the period beginning July 1, 2018 and ending June 30, 2019 is included in the bound November 21, 2019 Board Working File.

2. SYSTEM – The Board received this 2019 Report of Off-Campus Academic Programs.

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<thead>
<tr>
<th>CIP</th>
<th>Type</th>
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<th>Location</th>
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7 Off-Campus Programs Offered by Alcorn State University

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<th>CIP</th>
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15 Off-Campus Programs Offered by Jackson State University

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<tr>
<td>CIP</td>
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<td>Location</td>
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</tr>
<tr>
<td>131202</td>
<td>BS</td>
<td>Elementary Education (Early Childhood; Middle School)</td>
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<td>63</td>
</tr>
<tr>
<td>131202</td>
<td>MS</td>
<td>Elem. and Secondary (Early Childhood; Middle School; General Ed)</td>
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<tr>
<td>131205</td>
<td>BS</td>
<td>Education (Elementary and Secondary Education)</td>
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<td>131205</td>
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<td>131205</td>
<td>MAT-S</td>
<td>Secondary Education (Alt.Route)</td>
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</tr>
<tr>
<td>131001</td>
<td>BS</td>
<td>Special Education</td>
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<tr>
<td>310505</td>
<td>BS</td>
<td>Kinesiology (Clinical Mental Health)</td>
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<tr>
<td>510701</td>
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<td>Bachelor of Applied Technology (Healthcare Services)</td>
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<td>510701</td>
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<td>Bachelor of Applied Technology (Event and Hospitality Services)</td>
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<tr>
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<td>Criminology</td>
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<td>540101</td>
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<td>History</td>
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<td>440701</td>
<td>BSW</td>
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### Off-Campus Programs Offered by Mississippi State University

**Mississippi University for Women**

<table>
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<tr>
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<tbody>
<tr>
<td>511601</td>
<td>BSN</td>
<td>RN to BSN Adv. Place. Option</td>
<td>Tupelo</td>
</tr>
<tr>
<td>511601</td>
<td>BSN</td>
<td>Nursing Electives</td>
<td>Tupelo</td>
</tr>
<tr>
<td>520201</td>
<td>BAS</td>
<td>Bachelor Applied Science in Business Administration (concentration in Culinary Arts)</td>
<td>Hinds Community College Jackson Academic &amp; Tech. Ctr. MGCCC-Jeff Davis Campus</td>
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</table>

**Mississippi Valley State University**

<table>
<thead>
<tr>
<th>CIP</th>
<th>Type</th>
<th>Program</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>430104</td>
<td>BS</td>
<td>Criminal Justice</td>
<td>Coahoma Comm. College</td>
</tr>
<tr>
<td>CIP</td>
<td>Type</td>
<td>Academic Program</td>
<td>Location</td>
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<tr>
<td>131209</td>
<td>BS</td>
<td>Early Childhood Education</td>
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</tr>
<tr>
<td>131209</td>
<td>BS</td>
<td>Early Childhood Education</td>
<td>Greenville Higher Ed Center</td>
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<tr>
<td>310504</td>
<td>BS</td>
<td>Health, Physical Education and Recreation</td>
<td>Greenville Higher Ed Center</td>
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<td>BS</td>
<td>Health, Physical Education and Recreation</td>
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<tr>
<td>451001</td>
<td>BA</td>
<td>Government and Politics</td>
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### 6 Off-Campus Programs Offered by Mississippi Valley State University

#### The University of Mississippi

<table>
<thead>
<tr>
<th>CIP</th>
<th>Type</th>
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<th>Location</th>
<th>Hours</th>
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<tr>
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<tr>
<td>520305</td>
<td>MAccy</td>
<td>Accountancy</td>
<td>Southaven</td>
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<tr>
<td>520801</td>
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<td>Business (Finance)</td>
<td>Tupelo/Southaven/Booneville</td>
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<td>521499</td>
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<td>Business (Marketing)</td>
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<td>Business (Management)</td>
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<td>520201</td>
<td>BBA</td>
<td>General Business</td>
<td>Tupelo/Southaven/Grenada/Booneville</td>
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<tr>
<td>430107</td>
<td>BSCJ</td>
<td>Criminal Justice (emphases in Corrections, Homeland Security and Law Enforcement)</td>
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<tr>
<td>430107</td>
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<td>Criminal Justice</td>
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<td>BSCJ</td>
<td>Criminal Justice (emphases in Law Enforcement)</td>
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<td>BSLS</td>
<td>Law Studies</td>
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<td>90401</td>
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<td>Journalism (emphasis in Integrated Marketing Communication)</td>
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<td>130302</td>
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<td>MEd</td>
<td>Education (Counselor Education-Community Counseling)</td>
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<td>Education (Counselor Education-School Counseling)</td>
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<td>MEd</td>
<td>Educational Leadership (K-12)</td>
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<td>Educational Leadership K-12 Administration</td>
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### 26 Off-Campus Programs Offered by University of Mississippi

<table>
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<tr>
<th>CIP</th>
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<th>Academic Program</th>
<th>Location</th>
<th>Hours</th>
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</thead>
<tbody>
<tr>
<td>430107</td>
<td>MCJ</td>
<td>Criminal Justice</td>
<td>Tupelo/Grenada</td>
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</table>

#### The University of Mississippi Medical Center

<table>
<thead>
<tr>
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<th>Program</th>
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<th>Hours</th>
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<tr>
<td>511601</td>
<td>BSN</td>
<td>Nursing</td>
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#### The University of Southern Mississippi

<table>
<thead>
<tr>
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<th>Program</th>
<th>Location</th>
<th>Hours</th>
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<tr>
<td>260101</td>
<td>BS</td>
<td>Biological Sciences</td>
<td>Gulf Coast Research Laboratory</td>
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<td>MS</td>
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<td>Marine Biology</td>
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<td>510204</td>
<td>MS</td>
<td>Speech and Hearing Sciences</td>
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#### 14 Off-Campus Programs Offered by University of Southern Mississippi

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<th>Program</th>
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<th>Hours</th>
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</thead>
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<tr>
<td>240199</td>
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<td>Gulf Coast Research Laboratory</td>
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#### A Total of 99 Off-Campus Programs Offered by the System

3. **SYSTEM** – The Board received the annual report of Halbrook Awards for Academic Achievement Among Athletes 2018-2019.

### David C. Halbrook Awards for Academic Achievement Among Athletes

<table>
<thead>
<tr>
<th>Division</th>
<th>Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public University Division – Men</td>
<td>Alcorn State University</td>
</tr>
<tr>
<td>Public University Division – Women</td>
<td>University of Southern Mississippi</td>
</tr>
<tr>
<td>Independent College Division Overall</td>
<td>Millsaps College</td>
</tr>
<tr>
<td>Community and Junior College Division Overall (tie)</td>
<td>Copiah-Lincoln Community College and East Mississippi Community College</td>
</tr>
<tr>
<td>John C. and Ernestine McCall Halbrook Improvement Award</td>
<td>Itawamba Community College</td>
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</tbody>
</table>
# Minutes of the Board of Trustees of State Institutions of Higher Learning

November 21, 2019

## David M. Halbrook Certificate Award for Academic Achievement Among Athletes

<table>
<thead>
<tr>
<th>Institution</th>
<th>Male Recipient</th>
<th>Female Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Division</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alcorn State University</td>
<td>Isiah Thomas <em>(Biomed Eng Tech)</em></td>
<td>Angelica Jacobs <em>(Animal Sci)</em></td>
</tr>
<tr>
<td>Delta State University</td>
<td>Mattia Schirru <em>(Business)</em></td>
<td>Sarah Mumme <em>(Biology)</em></td>
</tr>
<tr>
<td>Jackson State University</td>
<td>Javauny Hyde <em>(Chemistry)</em></td>
<td>Nadia Hernandez <em>(Elementary Edu)</em></td>
</tr>
<tr>
<td>Mississippi State University</td>
<td>Nuno Borges <em>(Kinesiology)</em></td>
<td>Logan Boss <em>(Business Adm.)</em></td>
</tr>
<tr>
<td>Mississippi University for Women</td>
<td>DJ Clark <em>(Kinesiology)</em></td>
<td>Madison Scoggin <em>(Kinesiology)</em></td>
</tr>
<tr>
<td>Mississippi Valley State University</td>
<td>Bryant Jones <em>(Engineering Tech)</em></td>
<td>Laadi Issaka <em>(Sports Adm)</em></td>
</tr>
<tr>
<td>University of Mississippi</td>
<td>Beau Briggs <em>(Economics)</em></td>
<td>Caroline Adams <em>(Comm. Science)</em></td>
</tr>
<tr>
<td>University of Southern Mississippi</td>
<td>Robert “Paxton” Schrimsher <em>(Construction Engineering Tech)</em></td>
<td>Sara Bell <em>(Biological Sciences)</em></td>
</tr>
<tr>
<td><strong>Ind. Division</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belhaven University</td>
<td>Grant Matherne <em>(Sports Med)</em></td>
<td>Alex Trammel <em>(Biological Sci)</em></td>
</tr>
<tr>
<td>Blue Mountain College</td>
<td>Sperry Ellis Reaves <em>(Bus Adm)</em></td>
<td>Margaret E. Hamilton <em>(Bus Adm)</em></td>
</tr>
<tr>
<td>Millsaps College</td>
<td>Brandon Beck <em>(Political Sci)</em></td>
<td>Payton Passantino <em>(Biology)</em></td>
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<tr>
<td>Mississippi College</td>
<td>Connor Johnson <em>(Bus Adm)</em></td>
<td>Katlyn Taylor <em>(Interd Studies)</em></td>
</tr>
<tr>
<td>Rust College</td>
<td>Najee El-Amin <em>(Broadcast Jour)</em></td>
<td>Alexandra Morgan <em>(Comp Sci)</em></td>
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<td>Tougaloo College</td>
<td>D’Anthony Morrow <em>(Health/Rec)</em></td>
<td>Jedda Alcee <em>(Mathematics)</em></td>
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<tr>
<td>William Carey University</td>
<td>Guilherme Oliveria DeAvila Terra <em>(Physical Edu)</em></td>
<td>Denise Ricaldi <em>(Biology/Chem)</em></td>
</tr>
<tr>
<td><strong>Comm. and Junior College Division</strong></td>
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</tr>
<tr>
<td>Coahoma Community College</td>
<td>Tyler McDonald</td>
<td>Peyton Tyler</td>
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<td>Swayze Jones Bozeman</td>
<td>Harmoni Lin Ashley</td>
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<tr>
<td>East Central Community College</td>
<td>George Farid</td>
<td>Annika Jones</td>
</tr>
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<td>Dillion Brown</td>
<td>Avery Bouchilion</td>
</tr>
<tr>
<td>Hinds Community College</td>
<td>Kevin Alfredo</td>
<td>Sarah Kate Smith</td>
</tr>
<tr>
<td>Holmes Community College</td>
<td>Nicholas Bails</td>
<td>Cheyla Watkins</td>
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<tr>
<td>Itawamba Community College</td>
<td>Jake Kirkpatrick</td>
<td>Samantha Conley</td>
</tr>
<tr>
<td>Jones County Junior College</td>
<td>Steven Sasser</td>
<td>Erica Gaddie</td>
</tr>
<tr>
<td>Meridian Community College</td>
<td>Michael Phillips</td>
<td>Alexandra Boswell</td>
</tr>
<tr>
<td>MS Delta Community College</td>
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</tr>
<tr>
<td>MS Gulf Coast Comm. College</td>
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<td>Austyn Holden</td>
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<td>Northwest MS Comm. College</td>
<td>Bennett Van Cleve</td>
<td>Sarah Johnson</td>
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<tr>
<td>Pearl River Community College</td>
<td>Andrew Elkins</td>
<td>Rylee Swilley</td>
</tr>
<tr>
<td>Southwest MS Comm. College</td>
<td>Ryan Ivey</td>
<td>Rashandra Rankins</td>
</tr>
</tbody>
</table>

* Trophy award to institution with the highest percentage of graduating student athletes.

* Cash award to institution with greatest improvement in percentage of student athletes graduating.

* Certificate awarded to student athletes who have excelled in academics, leadership, and/or service.
FINANCE

4. SYSTEM – As part of the Ayers Settlement Agreement, publicly and privately funded endowments were created for the benefit of Alcorn State University, Jackson State University, and Mississippi Valley State University. The Ayers Investment Report summarizes the activity in the endowment accounts for FY 2019. A copy of the report is on file in the Board Office.

5. UMMC - The Mississippi Information Technology Services (MS-ITS) approved Amendment 4 to the Software License and Application Service Provider Agreement with Marsh Clearsight LLC on behalf of the University of Mississippi Medical Center (UMMC). The purpose of the amendment is to change the name and assign the benefits of the agreement to Riskconnect Clearsight, LLC. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Agreement and related amendment between Marsh Clearsight LLC and MS-ITS on behalf of UMMC.

6. UMMC – On September 26, 2019, the Board of Trustees received a Notice of Exercise of Lease Option letter from Walter Weems with Methodist Rehabilitation Center (WRC) advising of MRC’s intent to exercise a renewal option of the 50-year old lease it holds with IHL. The renewal period is for an additional 49 years commencing July 6, 2020 and expiring on July 5, 2069.

7. SYSTEM - The Mississippi Information Technology Services (MS-ITS) approved the Agreement with Intergraph Corporation d/b/a Hexagon Geospatial on behalf of the IHL System. The purpose of the agreement is for the provision and use of the ERDAS Image Site License software. The Attorney General’s staff assigned to the MS-ITS reviewed the agreement prior to execution. The agreement is between Intergraph Corporation d/b/a Hexagon Geospatial and MS-ITS on behalf of the IHL System.

REAL ESTATE

8. SYSTEM – The Board received the Real Estate items that were approved by the Board staff subsequent to the October 17, 2019 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 2.)

LEGAL

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

ADMINISTRATION/POLICY

10. SYSTEM – 2019 Fall Commencement Schedules

   **Alcorn State University**
   
   Time/Date: 10:00 a.m., Friday, December 6, 2019
   Location: Davey L. Whitney Health and Physical Education Complex
   Speaker: TBD

   **Delta State University**
   
   Graduate and College of Nursing & Health Sciences
   Time/Date: 10:00 a.m., Friday, December 13, 2019
   Location: Bologna Performing Arts Center
   Speaker: Dr. Corlis Snow, Spring 2019 S. E. Kossman Award Winner
Undergraduate
Time/Date: 2:00 p.m., Friday, December 13, 2019
Location: Bologna Performing Arts Center
Speaker: Dr. Corlis Snow, Spring 2019 S. E. Kossman Award Winner

Jackson State University
Undergraduate/Graduate Commencement Exercises
Time/Date: 10:00 a.m., Friday, December 6, 2019
Location: Lee E. Williams Athletics and Assembly Center
Speaker: Dr. Tonea Stewart, Retired Dean of the College of Visual and Performing Arts at Alabama State University

Mississippi State University
Meridian Campus
Time/Date: 11:00 a.m., Thursday, December 12, 2019
Location: MSU Riley Center
Speaker: Mr. Archie McDonnell, Jr., President and CEO of Citizens National Bank

Starkville Campus, Undergraduate
College of Architecture, Art and Design, College of Arts and Sciences, College of Education, University Studies
Time/Date: 9:30 a.m., Friday, December 13, 2019
Location: Humphrey Coliseum
Speaker: Mr. William A. “Lex” Taylor III, Chairman of the Board and President, The Taylor Group, Inc.

College of Agriculture and Life Sciences, College of Business, Bagley College of Engineering, College of Forest Resources, College of Veterinary Medicine
Time/Date: 3:30 p.m., Friday, December 13, 2019
Location: Humphrey Coliseum
Speaker: Mr. William A. “Lex” Taylor III, Chairman of the Board and President, The Taylor Group, Inc.

Mississippi University for Women
Time/Date: 2:00 p.m., Friday, December 13, 2019
Location: Rent Auditorium, Whitfield Hall
Speaker: Mr. Shane Hooper, President of Professional Training Corporation, Inc. and Past President of the Mississippi Board of Trustees of State Institutions of Higher Learning

Mississippi Valley State University
Time/Date: 11:00 a.m., Saturday, December 14, 2019
Location: R.W. Harrison Sports Complex
Speaker: Dr. Jerryl Briggs, Sr., President, Mississippi Valley State University

The University of Southern Mississippi
Graduate School
Time/Date: 6:00 p.m., Thursday, December 12, 2019
Location: Reed Green Coliseum, Hattiesburg, MS
Speaker: No speaker
Undergraduate
College of Business & Economic Development; College of Education & Human Sciences; College of Nursing and Health Related Professions
Time/Date: 9:00 a.m., Friday, December 13, 2019
Location: Reed Green Coliseum, Hattiesburg, MS
Speaker: No speaker

College of Arts & Sciences
Time/Date: 2:00 p.m., Friday, December 13, 2019
Location: Reed Green Coliseum, Hattiesburg, MS
Speaker: No speaker

11. SYSTEM – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.

a. MSU – On October 7, 2019, Commissioner Alfred Rankins, Jr., approved the Modification of Lease Agreement #9 between Mississippi State University and the MSU Research & Technology Corporation for space at the NASA Stennis Space Center. The modification increases the monthly rental rate from $17.65 per square foot to $17.83 per square foot for a total of $6,836.32 per month. All other provisions of the original lease agreement with its previous Modifications #1 - #9 remain unchanged. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

b. MSU – On October 7, 2019, Commissioner Alfred Rankins, Jr., approved Addendum #2 to a Rental Agreement between Mississippi State University and SER, LLC, as well as the request to prepay the annual lease amount. This is a request to renew a lease for approximately 3,000 square feet of storage space for research equipment, material and furniture when not in use. The current term of the agreement is October 1, 2019 through September 30, 2020, at a cost of $14,400.00 to be pre-paid at the beginning of the renewal period. 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 Board Policy 707.03 Approval of Prepayment for Goods or Services.

c. UMMC – On October 31, 2019, Commissioner Alfred Rankins, Jr., approved the Lease between the University of Mississippi Medical Center and Leflore Technologies, LLC for 145 square feet of dry lab space in the incubator facility of UMMC’s Translational Research Center. This is a revenue generating lease. The term of the lease is 12 months beginning January 1, 2020, and Leflore will pay monthly rent in the amount of $350.42 for a total of $4,205.04 over the term of the lease. 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. UMMC – On October 31, 2019, Commissioner Alfred Rankins, Jr., approved the Lease between the University of Mississippi Medical Center and Hometown Diagnostics, LLC for 822 square feet of lab and office space in the incubator facility of UMMC’s Translational Research Center. This is a revenue generating lease. The term of the lease is 12 months beginning November 1, 2019, and Hometown
will pay monthly rent in the amount of $2,543.83 for a total of $30,525.96 over the term of the lease. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

e. **USM** – On November 6, 2019, Commissioner Alfred Rankins, Jr., approved the Lease between the University of Southern Mississippi and the University of Southern Mississippi Athletic Foundation, Inc. for a parcel of land on the Hattiesburg campus (as more fully described in Exhibit A attached to the Lease), on which the Athletic Foundation will construct a Beach Volleyball Complex. The term of the lease will begin on the date of approval and execution and continue until the earlier of June 30, 2020 or the date which is thirty (30) days subsequent to the completion and acceptance of the improvements described in the lease. The consideration for the lease is $1.00 per year and the reversion of all rights to the premises, including the improvements thereto, to USM at the completion and acceptance of the facility. 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. **USM** – On November 6, 2019, Commissioner Alfred Rankins, Jr., approved the Lease between the University of Southern Mississippi and the University of Southern Mississippi Alumni Association for approximately 14,000 square feet of land on the Hattiesburg campus (as more fully described in Exhibit A attached to the Lease), on which the Alumni Association will construct the Spirit Park Event Venue. The term of the lease will begin on the date of approval and execution and continue until the earlier of December 31, 2020 or the date which is thirty (30) days subsequent to the completion and acceptance of the Improved Facilities as described in the lease. The consideration for the lease is $1.00 per year and the reversion of all rights to the premises, including the improvements thereto, to USM at the completion and acceptance of the facility. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

g. **USM** – On November 6, 2019, Commissioner Alfred Rankins, Jr., approved the Lease between the University of Southern Mississippi and the University of Southern Mississippi Athletic Foundation, Inc. for a portion of the Pete Taylor Park Baseball facility, identified as the Baseball Field Improvements Project Area, on which the Foundation will make certain improvements including the installation of an artificial turf system. The term of the lease will begin on the date of approval and execution and continue until the earlier of February 7, 2020 or the date which is thirty (30) days subsequent to the completion and acceptance of the improvements. The consideration for the lease is $1.00 per year and the reversion of all rights to the premises to USM, including the improvements hereto, 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.
ANNOUNCEMENTS

- Trustee Gee Ogletree thanked Mr. Van Gillespie, IHL Associate Commissioner for Legal Affairs, Risk Management and Special Projects Officer, and the legal staff for working on the cybersecurity provisions that will be included in future contracts. The provisions are a good improvement in a difficult area of law.
- President Parker announced that the next scheduled meeting will be January 16, 2020 at the IHL Board Office in Jackson, MS.
- President Parker invited the Student Body Presidents from each university to report on current activities on their campuses.

EXECUTIVE SESSION

On motion by Trustee McNair, seconded by Trustee Starr, with Trustees Cunningham and Martin 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 Hooper, seconded by Trustee McNair, with Trustees Cunningham and Martin 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 University of Southern Mississippi.
Discussion of a litigation matter at the University of Mississippi Medical Center.
Discussion of two personnel matters at Alcorn State University.

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

On motion by Trustee McNair, seconded by Trustee Hooper, with Trustees Cunningham and Martin participating by phone, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-37935-1 styled as Michael Strickland vs. University of Southern Mississippi, et al., as recommended by counsel.

On motion by Trustee McNair, seconded by Trustee Dye, with Trustees Cunningham and Martin participating by phone, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3324 styled as Michael Travis vs. the University of Mississippi Medical Center, et al., as recommended by counsel.

On motion by Trustee Hooper, seconded by Trustee Dye, with Trustees Cunningham and Martin participating by phone, all Trustees legally present and participating voted unanimously to approve the request for Dr. Felecia Nave, President of Alcorn State University, to serve on the American Association of Colleges and Universities (AASCU) Committee on Student Success and on the Advisory Board for Educational Testing Service’s Skills for a New Economy (SNE).
On motion by Trustee Hooper, seconded by Trustee McNair, with Trustees Cunningham and Martin absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Morgan, seconded by Trustee Starr, with Trustees Martin and Lamar absent and not voting and with Trustee Cunningham 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

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

Exhibit 1  Final approval of amendments to Board Policy 201.0507 Campus Locations and Programs.

Exhibit 2  Real Estate items that were approved by the IHL Board staff subsequent to the October 17, 2019 Board meeting.

Exhibit 3  Report of the payment of legal fees to outside counsel.
SYSTEM – APPROVAL OF PROPOSED AMENDMENTS TO BOARD POLICY
201.0507 CAMPUS LOCATIONS AND PROGRAMS AND WAIVER OF SECOND READING

201.0507 CAMPUS LOCATIONS AND PROGRAMS
A. GENERAL
   It is the responsibility of the State Institutions of Higher Learning to serve the citizens of the state with programs and services at on and off-campus locations and through distance learning.

B. SUPERVISION AND CONTROL OF FACILITIES
   The Board exercises control over all lands, buildings and other real property belonging to or assigned to the use or benefit of the various institutions at their campuses. The Board shall have general supervision over matters relating to the care of all buildings and grounds. An institutional may add locations and facilities to its campuses as determined to be reasonable and necessary by the Board. Such additional campus locations and facilities must be used by the institution in direct support of, or related to, the institution’s educational purpose.

C. ESTABLISHMENT OF OFF-CAMPUS INSTRUCTIONAL PROGRAMS AUTHORIZED; ATTENDANCE
   The Board may establish off-campus instructional programs for universities if, in its opinion, such action is in the best interest of quality education for the State of Mississippi and the university system. However, an existing Board-approved institutional academic program may be offered at any Board-approved off-campus site for that institution without obtaining additional Board approval to offer the program at a specific institutional off-campus site. Even so, the requirements of 201.0507 E. below regarding “Off-Campus Conflicts” shall still apply.
   Attendance at an off-campus site or through distance learning shall fulfill residency requirements.

D. OPERATION AND LOCATION OF PROGRAMS
   The Board may designate the university which shall operate and be responsible for each off-campus site. However, off-campus sites shall be located in such a manner as to make the services of the institutions of higher learning available to the people of Mississippi without unnecessary program duplication in the same geographic area.

E. OFF-CAMPUS CONFLICTS
   Whenever one institution desires or is requested to offer a program/course within 50 miles of the main and/or branch campuses of another state
university that currently does not offer that program/course, state universities should first explore offering the program/course collaboratively.

If attempts for collaborative program/course delivery have been exhausted, the program/course may be offered by the requesting institution providing an agreement is made with the closest institution.

i. The IEO at the institution requesting to offer a program/course within the area/region of another IHL institution(s) must notify (in writing) the IEO(s) at the closest IHL institution(s) of that intent at least one full semester prior to the anticipated date of enrolling students, and copy the Commissioner. IEO notification is required, regardless of the program/course availability at the closest institution(s).

ii. The IEO(s) at the closest institution(s) must respond (opposing or not opposing the intent in writing) to the IEO at the requesting institution within 30 days of receiving the request and copy the Commissioner.

iii. If the IEO(s) at the closest institution(s) does not oppose the intent of the requesting institution, then the requesting institution has satisfied Board policy 201.0607 E 201.0507 E.

iv. Opposition by the closest institution(s) to the requesting institution delivering a program/course in the area/region of the closest institution(s) should be based on program/course duplication or future plans of the closest institution(s) to deliver said program/course.

v. If the closest institution(s) plans to offer said program/course in the near future, that institution(s) must provide the IEO at the requesting institution and the Commissioner documentation of current efforts to offer said program/course, a reasonable timeline for implementation, and the institution must adhere to that timeline.

vi. Following written opposition from the IEO(s) at the closest institution(s), the IEO from the requesting institution may request that the Commissioner mediate the conflict.

vii. If mediation from the Commissioner is necessary to resolve a conflict, the Commissioner will inform the IEOs of his/her decision to resolve the conflict and report his/her decision to the Board.

F. BUDGET REQUESTS
   The Board shall submit to the Legislature budget requests with off-campus programs being an identified part of the total general support budget request for universities by being a separate item within the budget request of the
respective university which offers the program. Said budget request shall include a statement of all actual or estimated receipts and disbursements for such off-campus programs and such other information as may be required by the Legislative Budget Office.

G. ASSISTANCE IN PROVIDING FACILITIES
The political subdivision or the people of the area may assist in providing facilities for the establishment of such off-campus sites.

H. EXTRACURRICULAR FACILITIES AND INTERCOLLEGIATE ATHLETICS PROHIBITED
Extracurricular facilities such as stadiums and such shall not be constructed for use by off-campus sites of universities.

I. CONSIDERATION OF PROGRAMS OF PRIVATE COLLEGES BEFORE AUTHORIZING OFF-CAMPUS PROGRAMS
The Board shall take into account the ongoing programs of the private colleges in the State of Mississippi when said Board authorizes off-campus programs to meet the educational needs of students who do not have ready access to the educational opportunities that they desire.

J. CAPITAL IMPROVEMENT EXPENDITURES
The Board and the Bureau of Buildings, Grounds and Real Property Management shall not make any expenditure for capital improvements for off-campus sites unless specifically authorized by the Mississippi Legislature. However, this shall not preclude such capital improvements from being made by county or municipal governments locally or regionally involved.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE OCTOBER 17, 2019 BOARD MEETING SUBMISSION DEADLINE

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

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

JACKSON STATE UNIVERSITY

1. JSU– GS 103-283 – Campus Mechanical Project
   NOTE: This is a Bureau of Building project
   Approval Request #1: Change Order #4
   Board staff approved Change Order #4 in the amount of $117,143.93 and eighty (80) additional days to the contract of Engineering Resource Group, Inc.
   Approval Status & Date: APPROVED, October 25, 2019
   Change Order Description: Change Order #4 includes the following items: recharged AAC chiller #1; overhauled the motor and shaft on library chiller #1; recharged Peoples Building chiller and replaced the purge on library chiller #1; and eighty 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: Four (4) change orders for a total amount of $719,330.55.

   Project Initiation Date: August 21, 2014
   Design Professional: Engineering Resource Group, Inc.
   General Contractor: McLain Plumbing & Electrical Service, Inc.
   Total Project Budget: $3,853,000.00

MISSISSIPPI STATE UNIVERSITY

2. MSU- GS 113-141– ADS & Poultry Complex – PH I
   NOTE: This is a Bureau of Building project
   Approval Request #1: Change Order #5
EXHIBIT 2

November 21, 2019

Board staff approved Change Order #5 in the credit amount of $11,777.64 and one hundred twenty-eight (128) additional days to the contract of Century Construction & Realty, Inc.

Approval Status & Date: APPROVED, October 22, 2019
Change Order Description: Change Order #5 includes the following items: added power for the kitchen disposal; added a shunt trip breaker for the kitchen hood; added a layer of drywall at the furr down for paint revision; modified the ceiling grid at the lab hoods; added wood trim to the slab edge at an open stair; relocated a receptacle to above counter on the 2nd floor; relocated furniture power receptacles in different locations; revisions made to restroom signs; added power and data to the second floor reception desk; and one hundred twenty-eight (128) days to the contract.

Justification: This change was necessary due to errors and omissions in the plans and specifications; seventy-eight (78) weather related days and liquidated damages for completion fifty (50) days beyond the contract.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $169,116.88.

Project Initiation Date: April 16, 2015
Design Professional: McCarty Architects Professional Association
General Contractor: Century Construction & Realty, Inc.
Phased Project Budget: $14,300,000.00
Total Project Budget: $27,500,000.00

UNIVERSITY OF MISSISSIPPI

3. UM–IHL 207-457 – Track and Field Locker Rooms
Approval Request #1: Schematic Design Documents
Board staff approved the Schematic Design Documents as submitted by Weir Boerner Allin Architecture.

Approval Status & Date: APPROVED, October 4, 2019
Project Initiation Date: June 20, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: TBD
Total Project Budget: $2,200,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

4. UMMC- IHL 209-553 – Interventional Radiology Renovation
Approval Request #1: Change Order #1
Board staff approved Change Order #1 in the amount of $42,859.62 and zero (0) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, October 4, 2019
Change Order Description: Change Order #1 includes the following items: deleted the southeast chase; added interior chases; rerouted ductwork; rerouted miscellaneous utilities; rerouted the existing crawl space exhaust ductwork through the roof of the new addition; deleted a wall louver; routed the existing exhaust and new exhaust through the rooftop curb with exhaust cap; added electrical floor trench duct in various locations; revised the structural support for three (3) anesthesia rooms; installed exit sign revisions; installed a permanent exit sign with a right hand arrow at a door; added a temporary sign in the corridor leading to a door; installed plumbing for the ice machine; credit for deleting two (2) ice machine stands; re-worked the existing irrigation sprinklers; installed an electrical connection to three (3) lavatories; connected a branch circuit in a panel for lavatory sensors in three (3) hand-wash sinks; revised the water supply connection for the owner-furnished chemical dispensing station; demolished an additional portion of an existing concrete masonry unit wall in a mechanical room; installed temporary partitions and doors at CV ground floor corridor; credit for reconciling allowance No. 1 (base bid); provided a proposal to shift the conduit penetrations and add an electrical floor trench duct in two rooms; credit for deleting the plaque; adjusted the pay length of the installed drilled concrete piers; credit for a door frame and wall to remain, in lieu of abating existing hazardous materials and relocating existing electrical items at this opening; following removal of the door, the existing door hardware prep in the frame to be filled (concealed) and the frame re-painted.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of $42,859.62.

Project Initiation Date: May 18, 2017
Design Professional: JBHM Architects, P.A.
General Contractor: Fountain Construction Co., Inc.
Total Project Budget: $8,355,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

5. USM- GS 108-285—Cook Library Renovation Phase 2
   NOTE: This is a Bureau of Building project
   Approval Request #1: Award of Construction Contract
   Board staff approved the Award of Contract in the amount of $6,980,800.00 to the apparent low bidder, Codoray Construction, LLC.
   Approval Status & Date: APPROVED, October 21, 2019
   Project Initiation Date: January 18, 2018
   Design Professional: Wier Boerner Allin Architecture
   General Contractor: Codoray Construction, LLC
   Phased Project Budget: $9,907,980.01
   Total Project Budget: $12,132,980.00
6. **USM–IHL 208-340 – Bennett Auditorium HVAC Upgrade & Roof Replacement**
   
   **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 October 10, 2019 to approve the initiation and appointment of the design professional.
   
   **Interim Approval Status & Date:** APPROVED, October 10, 2019
   
   **Approval Request #2: Award of Construction Contract**
   
   Board staff approved the Award of Contract in the amount of $995,000.00 to the apparent low bidder, Rowell Roofing, Inc.
   
   **Approval Status & Date:** APPROVED, October 11, 2019
   
   **Project Initiation Date:** January 18, 2018
   
   **Design Professional:** Perkins & Williamson Architecture, PLLC
   
   **General Contractor:** Rowell Roofing, Inc.
   
   **Total Project Budget:** $1,300,000.00

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**EDUCATION AND RESEARCH CENTER**

7. **GS 111-056 – Paul B. Johnson Roof Replacement**
   
   **NOTE:** This is a Bureau of Building project
   
   **Approval Request #1: Schematic Design Documents**
   
   Board staff approved the Schematic Design Documents as submitted by JBHM Architects, P.A.
   
   **Approval Status & Date:** APPROVED, August 16, 2019
   
   **Project Initiation Date:** November 21, 2018
   
   **Design Professional:** JBHM Architects, P.A.
   
   **General Contractor:** Mandal’s Inc.
   
   **Total Project Budget:** $300,000.00

8. **IHL SYSTEM OFFICE – Annual Approval of Universities for Administering State Funded Construction & Maintenance Projects as per Senate Bill #2867**
   
   **Approval:** As you are aware the Board of Trustees approved at the September 2019 Board Meeting, pursuant to Senate Bill #2867, Laws of 2019, Mississippi State University, the University of Mississippi, and the University of Mississippi Medical Center as being qualified and capable to procure and administer state funded construction and maintenance projects for FY 2020. Below is the corresponding Memorandum of Understanding that was reviewed and approved by IHL staff and the Department of Finance and Administration.

   **MEMORANDUM OF UNDERSTANDING**

   This Memorandum of Understanding (the “MOU”) is entered into between the Department of Finance and Administration (hereinafter the “DFA”) and the [Institution Full Name] for the purpose of establishing the agreed upon conditions under which the DFA may disburse state funds...
to assist the [Institution Full Name] (hereinafter “[Institution Abbreviated Name]”), in paying costs associated with [Project Scope] at the [Campus Name] (hereinafter the “Project”) pursuant to [Legislative Funding Bill Name] (hereinafter the “Act”). This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed [Amount Written Out] ([Numerical Amount]), for the Project.

RECITALS

WHEREAS, the Act establishes the [Fund Name] which includes funds for the [Project Name] for the purpose of providing funds to [Institution Abbreviated Name] to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (the “State”), will issue general obligation bonds of the State (the “Bonds”) to fund the Project and certain other projects and programs; and

WHEREAS, the portion of the proceeds of the Bonds for the [Project Name] will be deposited in the [Fund Name] to fund the Project; and

WHEREAS, the Act authorizes the DFA, within its discretion, to disburse monies in the [Fund Name] to pay the costs of the Project; and

WHEREAS, the DFA has requested [Institution Abbreviated Name] to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent required by State of Mississippi state procurement laws and furnish any such documentation to the Bureau. Applicable code sections include, but are not limited to: Section 31-7-13(c)(iv) concerning specification restrictions, Section 31-7-13(m)(vii) concerning single source items, and Section 31-11-35 concerning energy performance of state-funded buildings. Procurement shall be handled in accordance with state law. Where such procurement requires oversight approval, such oversight approval shall be obtained as required by law, in addition to any other approvals required of [Institution Abbreviated Name] by the Board of Trustees of the Institutions of Higher Learning; and

WHEREAS, [Institution Abbreviated Name] agrees to make every effort to expend the funds within thirty-six (36) months from the date of issuance of the Bonds by the State in accordance with guidelines found in Section 148 of the Internal Revenue Code; and

WHEREAS, [Institution Abbreviated Name] agrees to provide reports to DFA that summarize the expenditure of the [Fund Name] that it receives for the Project and the status of the Project. The first report, including any/all documents available at that time identified in Exhibit A, attached hereto and made a part hereof, shall be provided within thirty (30) days of the award of the construction contract and shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, including any/all documents identified in Exhibit A not previously submitted, summarizing the expenditures and use of the proceeds upon completion of the Project; and
WHEREAS, in accordance with Section 37-101-15(m)(ii), Mississippi Code of 1972, the Board of Trustees of the State Institutions of Higher Learning (hereinafter the “IHL Board”) has designated [Institution Abbreviated Name] as being capable to procure and administer all contracts for the construction and maintenance of buildings and other facilities of the state institutions of higher learning, including related contracts for architectural and engineering services subject only to the oversight and approval of the Board.

WHEREAS, the DFA finds, consistent with the Act, that [Institution Abbreviated Name] is permitted to self-administer the Project and has determined that it is in the institution’s best interest that the funds on deposit for the [Project Name] in the [Fund Name] should be disbursed to [Institution Abbreviated Name] and that [Institution Abbreviated Name] shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE [INSTITUTION FULL NAME] AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. The DFA, pursuant to the Act, following issuance of the general obligations bonds by the State Bond Commission, shall disburse funds allocated to the [Project Name] from the [Fund Name] upon the written request of [Institution Abbreviated Name] to assist [Institution Abbreviated Name] in paying costs associated with the [Project Scope] in accordance with the following schedule. Each written request shall include a detailed cost estimate and cash flow schedule in a format provided by the DFA.

1. At the initiation of the project an amount not to exceed the balance of the [Fund Name] allocated for the project and not more than the amount calculated to cover the costs for necessary professional fees, commissioning fees, programming, special consultants, planning phase testing, surveying, investigating and other incidental costs related to planning of the Project along with a reasonable contingency amount.

2. Upon award of the construction contract an amount not to exceed the balance of the [Fund Name] allocated for the project and not more than the amount calculated to cover the costs for the balance of professional and commissioning fees required for the bidding and contract administration phases of the project, construction, landscaping, furnishing and equipping (where permitted by legislation), construction phase testing and other incidental costs related to the completion of the Project along with a contingency amount for potential change orders to the construction contract not to exceed five percent (5%) of the initial construction contract award amount. [For projects that will exceed one year in construction, this amount may be further divided to account for multiple bond issuances.]
3. Any amount up to the subsequently remaining balance of the [Fund Name] allocated for the project, if any, as required for additional change orders beyond five percent (5%), additional furniture and equipment or additional expenses directly related to the project.

SECTION 3. [Institution Abbreviated Name] agrees to use all funds received for the [Project Name] from the [Fund Name] within the recommended thirty-six (36) months’ time period and solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU; and further, by execution of this MOU, [Institution Abbreviated Name] does hereby certify that all funds it receives from the [Fund Name] shall be used exclusively for the Project as authorized and provided by the Act. No funds shall be utilized to pay for or reimburse [Institution Abbreviated Name] for administrative or program management costs to manage the Project nor shall any provisions be included in any contracts for the Project that pay or reimburse [Institution Abbreviated Name] same or for parking charges, work permits, inspection fees, or other such expenses other than the normal and customary inclusion of pass-thru charges to construction contractor(s) for utilities directly related to construction. Failure on the part of [Institution Abbreviated Name] to adhere to any provision within this MOU may result in immediate action by the State to recover any unexpended and/or improperly expended funds and to notify appropriate parties at the Office of the State Auditor and/or the Office of the State Attorney General. Any funds remaining in excess of the amount required to complete the project which are in the possession of [Institution Abbreviated Name] at the completion of the Project shall be either allocated to another eligible project subject to the execution of a new or amended agreement or sent to debt service dependent upon the language of the authorizing legislation and age of funds.

SECTION 4. [Institution Abbreviated Name] agrees that these funds shall be used solely for the [Project Scope] and architectural/engineering services, which will be obtained through a competitive qualifications-based selection process in accordance with state procurement law and IHL policies and procedures (except where such appointment is for an emergency project or for a continuation of a previous appointment for a directly related project). [Institution Abbreviated Name] is further required to submit to DFA’s Bureau a copy of any procurement documents for expenditures to be made from the [Fund Name] for the Project. Further, [Institution Abbreviated Name] agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this MOU and to submit such documentation to the Bureau.

SECTION 5. [Institution Abbreviated Name] agrees to provide the DFA reports summarizing expenditure of the [Fund Name] proceeds it receives and the status of the Project. The first report shall be provided within thirty (30) of the award of the construction contract. A final report shall be provided to the DFA summarizing the expenditures and use of the bond proceeds upon completion of the Project.

SECTION 6. [Institution Abbreviated Name] agrees to maintain copies of all invoices and similar documentation for each expenditure of all funds received from the [Fund Name]
sufficient to satisfy and confirm, to DFA’s satisfaction, that such funds have been expended solely for the costs of the Project as authorized and provided by the Act.

SECTION 7. [Institution Abbreviated Name] agrees to administer the project with respect to construction in accordance with the applicable state law and procedures.

SECTION 9. [Institution Abbreviated Name] acknowledges and agrees that the DFA is not a proper defendant in any suit arising from any construction contract or related contracts for architectural and engineering services procured and administered by [Institution Abbreviated Name] and under the oversight and approval of the IHL Board. Additionally, In the event of litigation for which a settlement is made or monetary damages are awarded against [Institution Abbreviated Name] or the IHL Board for such contractual breach or violation, [Institution Abbreviated Name] and the IHL Board are precluded from utilizing any of the funds allocated for the Project in the [Fund Name] for payment of such settlement or damages. No funds allocated for the project may be expended on the prosecution or defense of any protest, dispute, arbitration, mediation or litigation related to the Project. In the event [Institution Abbreviated Name] initiates or is provided with a notice of a lawsuit, [Institution Abbreviated Name] shall provide notice of such claim to the DFA within ten days of issuance or receipt of such notice by [Institution Abbreviated Name].

SECTION 10. All notices or information pursuant to this MOU shall be provided as follows:

[Institution Full Name]
[Institution Head Name]
[Title]
[Address]

With a copy to:

[Institution Full Name]
[Facilities Planning Director Name]
[Address]
[Phone]
[Email]

Department of Finance and Administration
Calvin Sibley, Director
Bureau of Building, Grounds and Real Property Management (For project construction questions or issues)
Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401-B
Jackson, Mississippi 39201
Phone: (601) 359-3621
SECTION 11. This MOU shall be effective from and after signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _______________________________ Date: ________________________
Laura D. Jackson
Executive Director

[INSTITUTION FORMAL NAME]

By: _______________________________ Date: _________________________
[Name]
[Title]
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 Armstrong Law LLC (statement dated 7/12/19) from the funds of Jackson State University. (This statement, in the amount of $2,710.00, represents services and expenses in connection with immigration/labor certification.)  

TOTAL DUE..........................................................$ 2,710.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 10/22/19) from the funds of Mississippi State University. (This statement, in the amount of $3,904.62, represents services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 3,904.62

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 9/1/19 and 10/1/19) from the funds of Mississippi State University. (These statements, in the amounts of $3,137.00 and $2,500.00, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE..........................................................$ 5,637.00

Payment of legal fees for professional services rendered by the Winfield Law Firm (two statements dated 10/15/19) from the funds of Mississippi State University. (These statements, in the amounts of $3,982.50 and $452.96, represent services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 4,435.46

Payment of legal fees for professional services rendered by Hogan Lovells (two statements dated 8/1/19) from the funds of the University of Mississippi. (These statements, in the amounts of $10,000.00 and $2,300.00, represent services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 12,300.00

Payment of legal fees for professional services rendered by Holland & Knight (statement dated 9/11/19) from the funds of the University of Mississippi. (This statement, in the amount of $1,837.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 1,837.50
Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 10/1/19, 10/4/19 and 10/4/19) from the funds of the University of Mississippi. (These statements, in the amounts of $1,420.00, $8,679.85 and $2,340.00, represent services and expenses in connection with general legal advice.)

**TOTAL DUE** ................................................................. $ 12,439.85

Payment of legal fees for professional services rendered by Baker Donelson Bearman Caldwell & Berkowitz, PC (statement dated 9/13/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $11,996.34, represents services and expenses in connection with legal advice.)

**TOTAL DUE** ................................................................. $ 11,996.34

Payment of legal fees for professional services rendered by Butler Snow PLLC (statements dated 9/12/19, 9/12/19, 9/12/19, 9/12/19, 9/23/19, 9/26/19, 9/30/19, 10/2/19, 10/2/19, 10/2/19, 10/2/19 and 10/6/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $205.50, $1,424.30, $2,714.00, $2,153.50, $4,454.50, $18,276.50, $24,282.50, $48,784.83, $708.00, $5,864.20, $57.00, $2,094.50, $206.50 and $12,514.95, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE** ................................................................. $ 123,740.78

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 9/10/19, 9/16/19, 9/16/19, 9/30/19, 9/30/19 and 9/30/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $3,613.50, $1,336.50, $2,920.50, $20,682.78, $7,387.00 and $7,455.20, represent services and expenses in connection with legal advice.)

**TOTAL DUE** ................................................................. $ 43,395.48

Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PLLC (statements dated 8/27/19, 8/27/19, 8/27/19, 9/26/19, 9/26/19 and 9/26/29) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $16.50, $2,062.50, $3,085.50, $1,749.00, $2,095.50 and $2,471.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE** ................................................................. $ 11,480.00
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Payment of legal fees for professional services rendered by Hagwood and Tipton, PC (statements
dated 9/5/19, 9/5/19, 9/5/19, 9/25/19, 9/25/19, 9/25/19 and 10/2/19) from the funds of the
University of Mississippi Medical Center. (These statements, in the amounts of $165.00,
$119.15, $2,944.50, $49.50, $33.00, $115.50, $33.00 and $1,040.97, represent services and
expenses in connection with legal advice.)

TOTAL DUE....................................................$  4,500.62

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements
dated 9/10/19, 9/10/19 and 9/10/10) from the funds of the University of Mississippi Medical
Center. (These statements, in the amounts of $859.30, $49.50 and $727.50, represent services
and expenses in connection with legal advice.)

TOTAL DUE....................................................$  1,636.30

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox,
P.C. (five statements dated 9/13/19) from the funds of the University of Mississippi Medical
Center. (These statements, in the amounts of $67.50, $27.00, $40.50, $675.00 and $16.50,
represent services and expenses in connection with legal advice.)

TOTAL DUE....................................................$  826.50

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements
dated 9/1/19, 9/30/19, 10/3/19, 10/3/19, and 10/3/19) from the funds of the University of
Mississippi Medical Center. (These statements, in the amounts of $4,900.50, $1,818.50,
$2,293.50, $1,402.50 and $198.40, respectively, represent services and expenses in connection
with legal advice.)

TOTAL DUE....................................................$ 10,613.40

Payment of legal fees for professional services rendered by Taylor, Wellons, Politz, Duhe, APLC
(six statements dated 10/4/19) from the funds of the University of Mississippi Medical Center.
(These statements, in the amounts of $499.50, $378.00, $148.50, $310.50, $175.50 and $243.00,
respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE....................................................$  1,755.00
Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 8/16/19, 9/12/19, 9/25/19, 9/25/19, 9/25/19, 9/25/19, 9/25/19, 9/25/19, 9/25/19, 9/30/19, 10/1/19, 10/1/19, 10/1/19, 10/1/10, 10/2/19, 10/2/19, 10/3/19, 10/4/19, 10/4/19 and 10/4/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,884.00, $445.50, $1,481.48, $177.00, $163.50, $330.00, $33.00, $294.00, $165.00, $43,667.00, $16.50, $2,827.50, $70.50, $2,359.79, $148.50, $1,231.20, $41,664.00, $9,234.39, $60.00, $66.00 and $99.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**.................................$ 106,417.86

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 8/30/19, 9/3/19, 9/3/19, 9/3/19, 9/3/19, 9/19/19, 9/19/19, 9/19/19, 9/19/19, 10/1/19, 10/1/19, 10/1/19, 10/1/19, 10/1/19, 10/2/19 and 10/2/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,250.00, $5,029.94, $1,048.50, $412.50, $8,201.80, $1,503.00, $2,508.00, $973.50, $1,650.00, $1,913.00, $462.00, $396.00, $3,184.50, $4,219.50, $728.40, $297.00, $23,855.85, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**.................................$ 58,633.49

Payment of legal fees for professional services rendered by Butler Snow (statement dated 10/4/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $944.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE**.................................$ 944.00

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 10/7/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $7,439.17, represents services and expenses in connection with legal advice.)

**TOTAL DUE**.................................$ 7,439.17

Payment of legal fees for professional services rendered by Mayo Mallette PLLC (statement dated 10/4/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $156.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE**.................................$ 156.00
Payment of legal fees for professional services rendered by Wise Carter Child & Caraway, P.A. (statement dated 10/15/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $2,028.00, represents services and expenses in connection with legal advice.)

TOTAL DUE..................................................................................$  2,028.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 8/1/19, 8/1/19, 8/1/19, 8/1/19, 9/1/19, 9/1/19, 9/1/19, 9/1/19, 9/1/19, 10/1/19, 10/1/19, 10/1/19, 11/1/19 and 11/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $2,000.00, $1,500.00, $2,500.00, $28.78, $41.98, $98.79, $65.90, $551.00, $23.79, $40.01, $42.33, $761.25, $28.78, $3,055.00, $65.69, $3,027.00, $23.07 and $2,500.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE..................................................................................$ 16,353.37

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

Payment for reimbursement of expenses for professional services rendered by Larry Schemmel (thirteen statements dated 10/9/19) from the funds of Mississippi State University. (These statements represent expenses incurred in connection with the following patents: “Utilization of Oleaginous Microorganisms as an Oral Supplement for Animals” - $2,200.00; “Change Analyst” - $1,800.00; “Accessories for Raman and Luminescence Spectral Acquisitions” - $75.00; “Method and System for a Quantum Oracle to Obtain the Number of Quantum Ground States” - $470.00; “Inhomogeneous Computer Interconnects for Classical and Quantum Computers” - $350.00; “Wearable Flexible Sensor Motion Capture System” - $470.00; “Design, Synthesis, and Photophysical Properties of a Novel Nir II Dye for Biological Imaging and Optoelectronic Devices” - $70.00; “Engineered Coal Char” - $140.00; “Temporal Mapping and Analysis: - $1,880.00; “Methods for Improving Rice Nutrition Via Manipulation of Starch Crystalline Structure and Nutrient Penetration Treatment” - $475.00; “Bulldog Head in Mississippi State Circle (Logo)” - $650.00; “MSU Bulldog W/ M State (Logo)” - $1,300.00; “MSU M State (Logo)” - $2,275.00; “

TOTAL DUE..................................................................................$ 12,155.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statement dated 10/2/19) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Occidiofungin, A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - $289.44

TOTAL DUE..................................................................................$ 289.44
Payment of legal fees for professional services rendered by Armstrong Teasdale (statements dated 9/16/19, 9/16/19 and 10/2/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Laser Multi-Beam Differential Interferometric Sensor and Methods for Vibration Imaging” - $640.00; “Laser Multi-Beam Differential Interferometric Sensor and Methods for Vibration Imaging” - $1,372.00; and “Systems and Methods for Detecting Transient Acoustic Signals - $660.00, respectively.)

TOTAL DUE.................................................................................. $ 2,672.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 6/18/19 and 7/3/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Emerald Bioscience, Inc. Licenses UM8390 and UM5050” - $590.00; and “Cache Mapping Technology Matter” – $206.50, respectively.)

TOTAL DUE.................................................................................. $ 796.50

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 6/19/19, 6/20/19, 6/22/19, 8/22/19, 8/22/19, 8/27/19, 8/31/19, 9/18/19, 9/25/19 and 9/26/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions Containing Delta-9-THC Amino Acid Esters and Process of Preparation” - $971.00; “Compositions Containing Delta-9-THC Amino Acid Esters and Process of Preparation” - $1,130.00; “Potent Immunostimulants from Microalgea” - $2,017.00; “Potent Immunostimulants from Microalgea” - $1,440.00; “Potent Immunostimulants from Microalgea” – $1,218.00; “Design and Synthesis of Optimized Ligands” - $4,000.00; “Biologically Active Cannabidiol Analogs” - $216.00; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes in Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $812.00; “Biologically Active Cannabidiol Analogs” - $724.05; and “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $1,304.40, respectively.)

TOTAL DUE.................................................................................. $ 13,832.45

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 6/17/19, 6/17/19, 6/17/19, 6/17/19, 6/17/19, 6/17/19, 6/17/19, 6/17/19, 6/17/19, 6/17/19, 6/17/19, 6/17/19, 8/15/19, 8/15/19, 8/20/19, 8/21/19, 9/17/19, 9/17/19 and 9/25/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “High-Speed Data Compression Based on Set Associative Cache Mapping” - $2,142.00; “Use of Trans-Genetic H or Extracts Containing Genetic H as Lactic Acid Production Inhibitor” - $28.50; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” - $800.00; “Stabilized Formulation of Triamcinolone Acetonide” - $553.50; “Stabilized Formulation of Triamcinolone Acetonide” - $756.00; “Stabilized Formulation of Triamcinolone Acetonide” - $1,287.50; “Stabilized Formulation of Triamcinolone Acetonide” – $800.50; “Stabilized Formulation of Triamcinolone Acetonide” – $800.50; “Stabilized Formulation of Triamcinolone

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Acetonide” - $713.50; “Stabilized Formulation of Triamcinolone Acetonide” - $916.50; “Stabilized Formulation of Triamcinolone Acetonide” – $1,213.50; “Stabilized Formulation of Triamcinolone Acetonide” - $840.50; “Stabilized Formulation of Triamcinolone Acetonide” - $254.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” - $800.00; “Cytochrome BC1 Complex Inhibitors for Drug-Resistant and other Parasitic, Fungal and Bacterial Strains” - $178.00; “Efficient Synthetic Route to L-Y-Methyleneglutamine Analogues and their Application in Cancer Treatment” - $1,760.00; “Amphotericin Loaded Pegylated Lipid Nanoparticles for Human Veterinary Use” - $1,040.00; “Efficient Synthetic Route to L-Y-Methyleneglutamine Analogues and their Application in Cancer Treatment – $38.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” - $438.00; and “Amphotericin Loaded Pegylated Lipid Nanoparticles and Methods of Use” - $5,827.00, respectively.)

TOTAL DUE.........................................................$ 20,387.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/17/19, 9/17/19, 9/17/19, 9/23/19, 9/23/19, 10/3/19, 10/3/19, 10/3/19, 10/3/19 and 10/3/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $856.00, $3,302.00, $1,222.50, $140.00, $1,314.00, $588.00, $9.50, $294.00, $896.00, $1,298.00 and $1,142.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.........................................................$ 11,062.00

Payment of legal fees for professional services rendered by Larry Schemmel (statements dated 7/17/19, 10/8/19, 10/8/19, 10/8/19 and 10/8/19) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: “Flame-Retardants Compromising Soluble Flame-Retardant Metal Compounds” - $3,015.00; “Methodology and Instrumentation for Thin Film Clinical Mechanical Analysis: - $470.00; “Open Shell Conjugated Polymer Conductors, Composites and Compositions” - $495.00; “Oral Suction Device” - $1,240.00; and “Thiol-Based Post-Modification of Conjugated Polymers” - $2,085.00.)

TOTAL DUE.........................................................$ 7,305.00
IHL EXECUTIVE OFFICE – REQUEST FOR APPROVAL TO AMEND THE TOTAL EXPENDITURE AMOUNT APPLICABLE TO ITS AGREEMENT WITH LEON CONSULTING, LLC DBA LK MARKETING SERVICES

Agenda Item Request: The Executive Office request approval to amend the total expenditure amount applicable to its agreement with Leon Consulting, LLC dba LK Marketing Services for the program management, marketing and system services for Mississippi’s Complete 2 Compete initiative.

Contractor’s Legal Name: Leon Consulting, LLC dba LK Marketing Services (LK)

History of Contract: In April 2017, the Board approved a three (3) year agreement between the IHL Executive Office and Leon Consulting, LLC dba LK Marketing Services for the purpose of providing the program management, marketing and system services for Mississippi’s Complete 2 Compete initiative. The original term of the agreement was for two (2) years with an option to renew for an additional one (1) year at the discretion of IHL, and with the option at the time of the renewal, to revise proposal prices and scope as needed for changes in project. The total approved cost was $1,334,181. In May 2019, the Board approved an amendment to increase the total expenditure amount to $1,750,000.

The Executive Office is requesting to increase the total expenditure amount by $63,164 through March 31, 2020 to continue services while proposals from a new RFP are being accepted and a new agreement can be awarded.

Specific Type of Contract: Professional services contract.

Purpose: The purpose of this request is to increase the total expenditure amount applicable to the current services agreement.

Scope of Work: The services are to support IHL along with the Mississippi Community College Board, the 8 public universities and the 15 community/junior colleges with the services needed within the Complete 2 Compete project, including the direct outreach, the triage of responses and the reporting of data.

Term of Contract: The approved term of the agreement was for 3 years beginning April 21, 2017 and ending April 20, 2020. The amended agreement end date will be March 31, 2020.

Termination Options: Termination options include the following:
- by either party upon 10 day written notice;
- by IHL for non-availability of funds; and
- failure by LK to comply with the federal E-Verify Program.
Contract Amount: The total estimated cost of the previously amended contract was $1,750,000. The Executive Office is requesting to add an additional $63,164. The new total estimated cost for the agreement is $1,816,164.

Funding Source of Contract: Mississippi Department of Human Services MOA and grant for Complete 2 Compete.

Contractor Selection Process: IHL released a RFP in March 2017 and received two responsive proposals. The lowest was selected as the best value.

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 Amendment between IHL and Leon Consulting, 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 AMEND AGREEMENT WITHbabel STREEt, INC.

Agenda Item Request: MSU is requesting an amendment to the existing Contract with Babel Street, Inc. for continued access to the following software items:

- The Babel Street® web-based application, Babel X®, is a multi-lingual, geo-enabled, text analytics software as a service (SaaS) solution.
- Babel BOX®, or Blended Onsite eXploitation, refers to the on-premises, hosted solution of Babel Street’s commercial software.

Contractor’s Legal Name: Babel Street, Inc.

History of Contract: This is a renewal of a contract that was previously approved by the Board. The original agreement was from June 29, 2019 to January 29, 2020, with options to renew for up to four (4) additional periods dependent upon receipt of funding. Funding has been approved for the renewal for a period ending September 24, 2020. At that time, if funding is once again approved, MSU will seek to renew the contract again.

Specific Type of Contract: Software Purchase and Subscription

Purpose: This is a software purchase and subscription required to comply with a grant from the U.S. government. The grant award specifically requires the use of Babel Street’s products.

Scope of Work: Purchase and support of software products to support research.
Term of Contract: The term of this Agreement is extended for an additional period beginning on January 30, 2020 and ending on September 24, 2020. In the event that MSU is issued a no-cost extension through its federal award, Contractor agrees to continue providing its services, software and/or equipment for the duration of that extension at no additional cost.

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

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

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

Contract Amount: $1,100,000

Funding Source for Contract: Grants

Contractor Selection Process: A sole source notice was posted in the newspaper and appropriate internet sites prior to the original agreement. This purchase does not require the approval of MSDITS because it is being made with 100% federal funds. This purchase does require approval of the PPRB. We anticipate approval at the January meeting of the PPRB. No contract will be signed until after we have obtained approval from IHL and PPRB.

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

3. MVSU – REQUEST FOR APPROVAL OF A RESOLUTION FOR A GRANT APPLICATION WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Agenda Item Request: Mississippi Valley State University (MVSU) requests approval of a resolution authorizing the filing of an application with the Mississippi Department of Transportation (MDOT) for a grant to assist in providing transportation services.
Through an agreement with the Mississippi Department of Transportation and the Federal Transit Administration, Mississippi Valley State University provides public transportation services in eight (8) Delta counties: Carroll, Grenada, Holmes, Humphreys, Leflore, Sunflower, Tallahatchie and Washington.

The mass transit system serves as a vital means of transportation for students to attend the university. The resolution is shown below.

AUTHORIZING RESOLUTION

The Board of Trustees of State Institutions of Higher Learning, herein after referred to as the BOARD, which is the governing body of Mississippi Valley State University (herein after referred to as the Applicant), is aware of the provisions of 49 U.S.C. 5311 of the Federal Transit Act and the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), Moving Ahead for Progress in the 21st Century (MAP-21) and Fixing America’s Surface Transportation (FAST) Act. The Board hereby duly authorizes Jerryl Briggs, acting as the President of Mississippi Valley State University, on behalf of the Applicant to file an application with the Mississippi Department of Transportation for a Section 5311 Rural Areas Transportation Program grant to assist in providing transportation services. The BOARD also does hereby certify that the Applicant is eligible to apply for this grant and is not aware of any reasons or conditions that prohibit the Applicant organization nor any of its staff, officers or directors from receiving, administering or disbursing federal funds. If this application is approved, (1) the Board resolves that the Applicant will provide the required local match; (2) the Board agrees to comply with the Federal Transit Administration’s and The Mississippi Department of Transportation’s requirements as contained in the award agreement; (3) the Applicant will carry out the project as described in the approved application. By this resolution the Board also officially authorizes Mississippi Valley State University to execute a contract agreement with the Mississippi Department of Transportation.

Approved and adopted this ______ day of ________________________, 20_____
Staff Recommendation: Legal Staff has reviewed the proposed Authorizing Resolution submitted by Mississippi Valley State University requesting authorization to file an application with the Mississippi Department of Transportation for a Section 5311 Grant for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. **UM–REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH THYSSENKRUPP ELEVATOR CORPORATION**

**Agenda Item Request:** The University of Mississippi Facilities Management Department (“University” or “UM”) requests approval to enter into a contract with ThyssenKrupp Elevator Corporation (“TKE”) for elevator maintenance and testing services.

**Contractor’s Legal Name:** ThyssenKrupp Elevator Corporation

**History of Contract:** This is a new contract. UM had a previous contractual relationship with TKE prior to 2011 when Schindler Elevator (“Schindler”) won the contract for elevator maintenance and testing services.

**Specific Type of Contract:** This contract is a service agreement.

**Purpose:** The purpose of this agreement is to provide for maintenance and testing of University elevators per applicable codes and regulations.

**Scope of Work:** The proposed contract provides for routine preventive and corrective maintenance services, emergency response, and periodic testing on 134 elevators, 3 lifts, and 1 dumbwaiter system. Services are to be provided during normal business hours, with requested after-hours and weekend work billed at the difference between the vendor’s regular time labor rates and overtime labor rates.

**Term of Contract:** The initial term of the contract will be from February 1, 2020 to January 31, 2021. Four optional one-year terms are also part of the agreement. If all options are exercised, the contract end date is January 31, 2025.

**Termination Options:** The agreement may be terminated for default and change in legislative appropriation as seen in the following contract language:

- Either party has the right (but not the obligation) to terminate this Agreement or any location Agreement with 90 day’s prior written notice in case of the other party’s failure to comply with any terms of this Agreement or any Location Agreement. Termination of a Location Agreement(s) shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 90 days period, this right to terminate shall expire.
• The continuance of any UM contract is based on 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 UM. This contract is cancellable with thirty (30) days’ notice to the vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

**Contract Amount:** The total contract amount is estimated at $1,925,499 through January 31, 2025. This total includes the following:

- Elevator maintenance and testing services (Year 1) $290,880
- Elevator maintenance and testing services (Year 2)* $302,515
- Elevator maintenance and testing services (Year 3)* $314,616
- Elevator maintenance and testing services (Year 4)* $327,200
- Elevator maintenance and testing services (Year 5)* $340,288
- Overtime expenses for emergency response and call-backs** $100,000
- Contingency for additional elevators added to contract *** $250,000

**TOTAL** $1,925,499

* The contract contains an escalation clause that allows for a maximum 4% price increase from year to year based on local labor and materials market conditions; the maximum 4% rate was applied to the pricing for each option year 2 through 5.

**Overtime expenses are estimated at $20,000 per contract year, not to exceed $100,000 over the contract term.

***Additional elevator costs are estimated and are intended to provide the University flexibility in adding new elevators to the contract as new buildings are constructed or acquired, or as elevators come out of warranty or are no longer covered under other contracts.

**Funding Source for Contract:** This contract will be funded using Educational and General funds for academic and administrative buildings, and Auxiliary funds for student housing, athletics, and auxiliary buildings.

**Contractor Selection Process:** Elevator maintenance and testing services are offered by both TKE and Schindler through cooperative purchasing agreements that have been competitively solicited through Sourcewell’s rigorous public procurement processes (contracts #100516-TKE and #100516-SCH, respectively). The pricing offered under these agreements for both contractors is substantially lower than the pricing UM is currently receiving under its existing, standalone contract for similar services. Given that both TKE and Schindler offer cooperative purchasing agreements through Sourcewell, a source selection process was undertaken to select a contractor for the proposed contract rather than arbitrarily choosing one contractor over the other. Accordingly, proposals were solicited from both contractors and a source selection committee was established and evaluated both contractors for past performance, depth/breadth of proposed services, quality and strength of company resources in local area, and price. Following the evaluation, TKE had a clear advantage over Schindler in all non-price categories as well as a slight advantage in price. As a result, TKE was determined by the committee to be the best value overall.
Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between University of Mississippi and ThyssenKrupp Elevator Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. **UM – REQUEST FOR APPROVAL TO AMEND AGREEMENT WITH CARNEGIE DARTLET LLC**

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

*Contractor’s Legal Name:* Carnegie Dartlet LLC

*History of Contract:* UM is currently under a Master Service Agreement with Carnegie Dartlet LLC approved by the IHL Board in March of 2019.

*Specific Type of Contract:* This is an amendment to the Master Service Agreement to add a new Statement of Work and Amendment 1.

*Purpose:* This contract amendment includes Statement of Work 3 (SOW3) which will provide consulting services to conduct a strategic review of the university’s Enrollment Management function. Amendment 1 is also included to extend the term of the Master Service Agreement to allow time for the SOW3 services.

*Scope of Work:* The Statement of Work is broken into three distinct phases: 1) a Discovery phase that leverages insights from previous work performed for University Marketing & Communications to identify specific opportunities for improvement, 2) a Market Research phase designed to evaluate current and prospective geographic markets where UM actively recruits prospective students, and 3) an Enrollment Strategy and Implementation phase that includes development of a comprehensive Strategic Enrollment Plan with recommendations on capabilities, processes, policies, and other enhancements.

*Term of Contract:* The current MSA is scheduled to expire on March 22, 2020. The SOW3 is accompanied by an amendment to extend the end date of the MSA to March 22, 2021.

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

**Contract Amount:** The amount of this amendment is $266,500 which includes agreed upon travel, printing, and materials expenses. This addition would increase the total amount of the Agreement to a sum not to exceed $647,365.

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

**Contractor Selection Process:** This Statement of Work is an outgrowth of a market research project that Carnegie Dartlet conducted earlier this year, which included a review of how the university communicates with prospective students and their families. Given the time and insights gleaned from that work, Carnegie Dartlet is uniquely positioned to evaluate our Enrollment Management function to help the university to enhance its approach and develop new strategies reflecting current best practices for recruiting prospective students and demonstrating to families the value offered by the university.

**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 Carnegie Dartlet, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

6. **UMMC – REQUEST FOR APPROVAL TO AMEND AGREEMENT WITH ABIOMED, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its Price Document with ABIOMED, Inc. to extend the term of the agreement and add provisions regarding indemnification, insurance, and information security.

**Contractor’s Legal Name:** ABIOMED, Inc. (ABIOMED)

**History of Contract:** On March 22, 2018, the Board approved a two (2) year Price Document with ABIOMED for a total cost of $1,000,000. The Agreement will expire on March 31, 2020. UMMC wishes to extend the term for one (1) year.

**Specific Type of Contract:** Amendment 1 to the Price Document
Purpose: The purpose of the amendment is to extend the term of the agreement and to add provisions regarding indemnification, insurance, and information security. The purpose of the Agreement is to purchase Impella Circulatory Support Catheters and accessories. The Impella devices are used in high-risk coronary interventions, as well as myocardial infarction patients, as a means of emergency cardiac recovery. The Impella system is an FDA approved percutaneous ventricular assist device designed to provide hemodynamic support for a patient’s heart. This device is a catheter-type device that is inserted through the femoral artery and placed in the patient’s heart. Once it is turned on, it helps the heart by moving blood from the heart and circulating it to the rest of the body and taking the work off of the heart.

Scope of Work: Under the amended agreement, UMMC will continue to purchase Impella Circulatory Support Catheters and accessories from ABIOMED

Term of Contract: The term of the amended Agreement is three (3) years, from April 1, 2018, through March 31, 2021. The original agreement was for a term of two (2) years, expiring March 31, 2020. The amendment extends the term for one (1) additional year through March 31, 2021.

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

- reduction of funds, and
- by either party upon thirty (30) days written notice.

Contract Amount: The total estimated cost of the amended agreement is $1,925,000. The estimated cost of the original Agreement was $1,000,000.00. During the extended term, UMMC anticipates the need for an additional $925,000. Pricing is firm for the term of the Agreement.

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

Contractor Selection Process: UMMC is currently contracted with ABIOMED

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 ABIOMED, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
7. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A RENTAL AGREEMENT WITH NOVATECH INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Rental Agreement with **Novatech, Inc. (Novatech)** for the lease of a Canon C750 color production system for use by UMMC’s Printing Department. The proposed agreement is made available through the Mississippi Department of Finance and Administration (DFA) for use by state agencies and governmental authorities. Payments under this Agreement will be made to Canon Financial Services as allowed under the DFA state contract.

**Contractor’s Legal Name:** Novatech, Inc.

**History of Contract:** This is a new lease agreement with Novatech. On August 16, 2018, the Board approved UMMC to lease a Canon C750 printer from Digitec, LLC (Digitec). Digitec became unresponsive after the delivery of the equipment and has not provided service after repeated requests. As such, UMMC seeks a new vendor to provide equipment, service and maintenance. UMMC will return the equipment once an agreement is in place with the new vendor.

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

**Purpose:** The purpose of the rental agreement is to secure a color printing system for UMMC’s use to provide quality color and black and white copies in a timely manner for various UMMC departments.

**Scope of Work:** Under the Rental Agreement, Novatech agrees to the following:
- Provide the selected equipment, pay for shipping costs from manufacturer and deliver it to the hospital location;
- Allow transfer of the equipment to a new location with prior written notification;
- Maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order; and
- Provide a replacement device if unable to keep equipment in good working order.

UMMC agrees to the following:
- Provide appropriate site location for equipment;
- Inspect, evaluate and test the equipment within 10 days of installation to confirm that it is in good working order;
- Provide Novatech reasonable access to the equipment and to a phone for local and toll free calls;
- Operate equipment according to manufacturer’s specifications and documented instructions; and

Provide timely and accurate meter readings for each billing period.
Term of Contract: The term of the Rental Agreement is sixty (60) months, from February 1, 2020, through January 31, 2025.

Termination Options: The agreement may be terminated as follows:
- By UMMC in the event Novatech does not deliver the equipment within ten (10) working days of the delivery date ordered by UMMC;
- By Novatech in the event UMMC makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, and UMMC fails to remedy the problem within five (5) days of a request to do so;
- By the non-defaulting party for failure of the other party to resolve extraordinary performance circumstances within a reasonable time;
- In the event UMMC and Novatech mutually agree to termination;
- By either party in the event the other party fails to comply with terms and conditions of the agreement and the breach continues for thirty (30) days after the defaulting party receives written notice;
- By UMMC upon ten (10) working days’ written notice for insufficient or no funds available; and
- By UMMC if Novatech fails to comply with federal E-Verify requirements.

Contract Amount: The total estimated cost of this agreement is $275,000. The monthly rental rate is $1,492.05. Printed pages are billed at $0.007 per black and white page and $0.0316 per color page. UMMC has included the cost of printed pages in its total estimated cost. Payments under this Rental Agreement will be made to Canon Financial Services as allowed under the DFA state contract.

Funding Source for Contract: The cost of this agreement will be paid by general funds.

Contractor Selection Process: Novatech is state approved vendor through its contract (State Contract No. 8200044603) with DFA.

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 Medical Center and Novatech Inc. for compliance with applicable law and finds same to be acceptable pending receipt of the CP-1. Board staff recommends approval of this item is contingent upon Legal Staff’s receipt of the requested documentation.

8. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PRICING SUPPLEMENT AGREEMENT AND AMEND THE MASTER AGREEMENT WITH OMNICELL, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval of a new Pricing Supplement 5424973 and amendment to the Corporate
Master Agreement with Omnicell, Inc. The Pricing Supplement is for the purchase of automated pharmacy dispensing cabinets and anesthesia workstations for the Children’s Expansion and UMMC support services. The amendment to the Corporate Master Agreement is to amend the indemnification provision and to add provisions on insurance and information security.

Contractor’s Legal Name: Omnicell, Inc. (Omnicell)

History of Contract: On March 22, 2018, the Board approved the five (5) year Corporate Master Agreement with Omnicell, along with Pricing Supplement 5309895 with a cost of $6,273,190.93. The Corporate Master Agreement provides the general terms and conditions for future purchases under separate Pricing Supplements. Each Pricing Supplement is a separate contract that incorporates the general terms and conditions of the Corporate Master Agreement.

Specific Type of Contract: This is a new Pricing Supplement 5424973 and amendment to the Corporate Master Agreement.

Purpose: The purpose of the Pricing Supplement is for the purchase of automated pharmacy dispensing cabinets and anesthesia workstations for the Children’s Expansion and UMMC support services. The amendment to the Corporate Master Agreement is to amend the indemnification provision and to add provisions on insurance and information security. The automated pharmacy dispensing cabinets and technology include the ability to secure and dispense Schedule II-V narcotics while providing real time data of the dispensing and administration of these events. This data allows all transactions to be efficiently monitored to ensure the appropriate closed loop of all scheduled medication transactions. The degree of real time data is unique in the marketplace and is a necessary tool for monitoring for any potential diversion.

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

- installation of products,
- training in the system management and use of the products,
- support services for the products, including adjustments to products, replacement of component parts or replacement of products, software updates and upgrades,
- a 96% uptime commitment,
- a limited license for the software embedded in and used with the products,
- in-bound and out-bound interfaces with Epic, and
- discounted pricing for all available products.

UMMC will:

- select an employee to serve as the System Administrator and send the individual for training,
 BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
January 16, 2020

- train personnel in the proper use of the products,
- document and promptly report all errors or malfunctions of the products,
- provide access to personnel, equipment, and systems to facilitate support service requests, and
- commit to purchase 95% of UMMC's total required need of automated pharmacy dispensing cabinets and automated dispensing system analytics.

Term of Contract: The term of the Corporate Master Agreement began March 26, 2018, and will remain in effect for so long as a Pricing Supplement, Schedule, attachment and/or exhibit remains in effect. Schedule G to the Corporate Master Agreement is for a term of five (5) years, from March 26, 2018, through March 25, 2023.

The total term of Pricing Supplement 5424973 is approximately one (1) year and three (3) months, from July 1, 2020, through one (1) year from the date of installation of the equipment, which is anticipated to be approximately September 30, 2020. The Support Services will commence upon installation of the equipment and extend for one (1) year. Installation is anticipated begin in July 2020 and be completed in September 2020.

Termination Options: Termination options for the Corporate Master Agreement include:

- for cause, including UMMC’s failure to make timely payments and a material breach of any provision of the agreement;
- in the event funds are not available;
- in the event a third party makes claim relating to infringement of any US trademark, copyright, or trade secret, and Omnicell cannot procure the right for UMMC to continue using the product, replace, or modify the product;
- in the event Omnicell becomes debarred, excluded, or otherwise ineligible to participate in any state or federal healthcare program, and Omnicell is unable to cure the breach within 30 days;
- in the event Omnicell does not comply with the federal E-Verify Program; and
- in the event of a material breach of the Business Associate Agreement or violation of the Health Insurance Portability and Accountability Act (HIPAA) regulations that remains uncured following twenty (20) days written notice, or immediately if cure is not possible, in the event Omnicell improperly uses or discloses protected health information.

Termination options of Schedules to the Corporate Master Agreement also include:

- Schedule D-3 Support Services for Aesynt-branded Delivered Products:
  a. UMMC’s failure to make timely payments;
- Schedule G Preferred Relationship Terms and Conditions:
  a. for cause including material breach of any provision of the agreement;
b. in the event the other party terminates or suspends all business activities or becomes bankrupt; and

- Schedule L Business Associate Agreement
  a. in the event of a material breach of the Business Associate Agreement or violation of the Health Insurance Portability and Accountability Act (HIPAA) regulations that remains uncured following twenty (20) days written notice, or immediately if cure is not possible, in the event Omnicell improperly uses or discloses protected health information.

**Contract Amount:** The total cost of the Pricing Supplement is $925,000. This amount includes equipment purchases of $853,128.00, equipment and software support services of $38,736.00, and shipping of $15,302.62.

**Funding Source for Contract:** This agreement will be funded by hospital patient revenues.

**Contractor Selection Process:** UMMC is currently contracted with Omnicell

**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 Omnicell, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH TCPP, LLC D/B/A TRUSTCOMMERCE**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Client Services Agreement and Software License Agreement (collectively, the Agreement) with **TCPP, LLC d/b/a TrustCommerce** for hardware, software license, and gateway payment processing services. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC also requests a waiver to allow prepayment of the setup and one-time fees for implementation.

**Contractor’s Legal Name:** TCPP, LLC d/b/a TrustCommerce (TrustCommerce)

**History of Contract:** This is a new agreement for gateway services. UMMC has not previously contracted with a vendor for gateway services. UMMC’s current hardware used to process credit card transactions was previously purchased from another vendor. Currently, for patient payment transactions, credit card payments are processed through a third party vendor (First Data) and UMMC’s front-end staff manually enter the payment in Epic. Patients have to make online payments through
UMMC’s website with much the same manual process to enter the payment in Epic. TrustCommerce will integrate with Epic, UMMC’s electronic medical record, to provide a convenient means for patients to pay their portion of their medical bills, as well as eliminate manual payment posting. In March 2017, UMMC publicly advertised Requests for Proposals (RFP) 1238 for Credit Card Processor and Gateway, allowing single or separate responses from processor vendors and gateway vendors. UMMC elected to contract with First Data Merchant Services LLC (First Data) as the chosen vendor for processor services and TrustCommerce for gateway services.

In addition to this request, UMMC has submitted for consideration a separate agreement with First Data for processor services, which will be provided in conjunction with the gateway services provided by TrustCommerce.

**Specific Type of Contract:** New Client Services Agreement and Software License Agreement

**Purpose:** The purpose of the Agreement is to purchase hardware, software license, and gateway payment processing services for all UMMC’s credit card transactions, including patient, student, and retail, whether transacted in person, online, via phone, or via mail. The gateway vendor serves as an intermediary between UMMC and a credit card processor. TrustCommerce will also integrate with Epic to provide a convenient means for patients to pay their portion of their medical bills, as well as eliminate manual payment posting.

**Scope of Work:** Under the agreement, TrustCommerce will:

- Provide gateway services, hardware for point-of-sale devices, licensed software, tokenization services, secure e-commerce payment acceptance, and semi-integrated payment applications for encrypted transactions;
- Transport payment transactions to and from UMMC and UMMC’s processor for authorization and/or settlement;
- Provide access to its control panel via a web browser for the purposes of reporting, managing, and reconciling transactions;
- Provide UMMC with the software, rules, and methodology developed by TrustCommerce to be used by UMMC to connect to the TrustCommerce server to enable transmission of transaction data; and
- Maintain all applicable Payment Card Industry Data Security Standards (PCI DSS) requirements.

Under the agreement, UMMC will:

- Establish, maintain, and provide the necessary security over its systems in order to integrate with TrustCommerce’s systems;
- Deliver accurate and appropriate payment data to TrustCommerce;
• Establish and maintain an appropriate merchant account with a bank and relationship with a processor vendor; and
• Establish and implement a connection to the TrustCommerce server.

**Term of Contract:** The term of the Agreement is three (3) years, from February 1, 2020, through January 31, 2023.

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

• By either party upon thirty (30) days’ prior written notice to the other party in the event of a breach of the agreement by the other party; and
• Immediately upon written notice by either party in the event of a force majeure event that continues to prevent or delay performance for more than 90 days.

The Software License Agreement may be terminated as follows:

• In the event UMMC fails to comply with the terms or fails to make prompt payment, the rights of use of the software shall immediately terminate;
• Upon expiration of the Client Services Agreement;
• In the event a claim is made that the software infringes any United States patent, copyright, trade secret, or other proprietary right, TrustCommerce may terminate the license and refund the license fees; or
• As allowed by the Client Services Agreement.

**Contract Amount:** The total estimated cost over the three (3) year term is $500,000. This includes credit card machines/equipment, implementation or set up fees, and fees for the gateway services. The gateway services fees are variable based upon transaction volume.

**Funding Source of Contract:** This Agreement will be funded by the amounts collected in the credit card transaction, including patient, student, and retail transactions. Purchase of equipment and implementation fees will be funded through hospital patient revenue.

**Contractor Selection Process:** In September of 2016, the MS Department for Information Technology Services (ITS) approved UMMC’s request to perform a Request for Proposal (RFP) for Credit Card Processor and Gateway services. In March 2017, UMMC publicly advertised RFP 1238 for Credit Card Processor and Gateway, allowing single or separate responses from processor vendors and gateway vendors. UMMC received responses from five (5) gateway vendors: TrustCommerce, Tempus Technologies, Inc., Paymentus Corporation, Experian Health, and InstaMed Communications. InstaMed Communications was rejected because its gateway services could not be separated from its processor services, and the cost for both was prohibitive. The remaining proposals were evaluated based upon cost and quality so that the best proposal would be selected.
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*Cost was compared based upon volume and transaction data provided to bidders as part of the RFP process.

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 TCPP, LLC d/b/a TrustCommerce for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

10. USM-REQUEST FOR APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH BUSINESS COMMUNICATIONS, INC.

Agenda Item Request: The University of Southern Mississippi requests approval to enter into a contract with Business Communications, Inc. for Cisco Flex Plan for Collaboration on-premises and WebEx Cloud for Education. Additionally, in accordance with IHL Board Policy 707.03 Approval of Prepayment for Goods or Services, USM requests the Board’s approval to make annual payments in advance in accordance with the terms of the agreement.

Contractor’s Legal Name: Business Communications, Inc.

History of Contract: This is a new contract.

Specific Type of Contract: This is a service agreement.

Purpose: The purpose of the contract is to provide licensure and support for Cisco Voice and Video Flex Plan for Education.

Scope of Work: The scope of work involves licensing and support for various Cisco hardware. The USM Standard Services Contract provides a list of those services.

Term of Contract: February 1, 2020 to January 31, 2025.
Termination Options: USM can terminate after giving 30 days written notice to BCI with or without cause. Under force majeure, if an event continues uninterrupted for a period exceeding six (6) calendar months, either party may elect to terminate this contract upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure. Additionally, either party may terminate the contract immediately upon written notice in the event that the other party materially breaches the contract and thereafter fails to cure the breach within 30 days after receiving written notice thereof.

Contract Amount: The total estimated cost of the contract with BCI over the term is $751,296.00.

Funding Source of Contract: The cost of these services will be paid using E & G funds.

Contractor Selection Process: A Request for Proposals #20-14 was issued in September 2019. Four proposals were received. BCI was selected based on lowest overall cost.

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 Southern Mississippi and Business Communications, 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.

Board Policy §905(A), Real Estate Management

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

Board Policy §905(B), Real Estate Management

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

Board Policy §917, Naming of Buildings and Facilities

Board approval must be obtained prior to naming or re-naming any institutional building or facility. However, assigning generic names which are descriptive of the functions served by a building — such as “University Athletic Training Facility” or “Chemistry Building”— does not require Board approval, unless the building has an existing non-generic name which is to be changed or modified. Board approval must also be obtained prior to naming or re-naming any building or facility built on university property leased to a university affiliated entity, a private developer or any other individual or entity.
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. MSU – IHL 205-303 – Investment Grade Audit for Solar Energy and Efficiency Measures

Project Request: Mississippi State University requests approval to initiate a project, Investment Grade Audit for Solar Energy and Efficiency Measures, and to conduct an investment grade audit through Entegrity Energy Partners, LLC

Proposed Project Professional: Entegrity Energy Partners, LLC

Purpose: Mississippi State University desires to initiate an investment grade energy audit utilizing Entegrity Energy Partners, LLC (“Entegrity”) for the purposes of exploring the feasibility of an energy services contract or energy performance contract pursuant to Section 31-7-14 of the Mississippi Code. The audit shall identify energy saving measures, costs, and benefits associated with energy efficient upgrades and solar energy installations. Each of the identified energy saving measures shall be reviewed by Mississippi State University and a third-party consultant to determine if the measures meet desired lifecycle cost-benefit criteria and to ensure that the measures contribute to the University’s carbon footprint reduction, strategic planning, education, outreach, and research goals. Selected energy conservation measures shall be compiled into a final audit report. Upon completion of the final audit report, Mississippi State University will seek Board approval prior to entering into any further agreements that required Board approval before implementing the selected energy saving measures.
**Project Scope:** Entegrity will conduct audit activities which include:

a) **Data and Information:** Collect data and background information from Mississippi State University concerning facility operation and energy use for the most recent three years.

b) **Identify Potential Measures:** Perform equipment, facility and site surveys in conjunction with interviews of facility staff personnel to identify possible energy saving and solar energy generation opportunities.

c) **Preliminary Analysis:** Develop a preliminary analysis of all potential measures and identify which measures appear likely to be cost effective and therefore warrant detailed analysis.

d) **Preliminary Meeting:** Along with bi-weekly updates, Entegrity shall meet with the owner at the end of the Preliminary Analysis to develop a list of recommended measures for further analysis.

e) **Detailed Savings and Cost Analysis:** Analyze savings and costs for each of the mutually agreed measures. Identify lifecycle costs including initial design and development as well as annual maintenance and operating costs. Prioritize measures based upon lifecycle cost-benefit.

f) **Draft Audit Report:** Prepare a draft investment grade audit report. The report shall provide an engineering and economic basis for negotiating a potential energy performance contract between Mississippi State University and Entegrity.

**History:** In March 2019, Mississippi State University issued a Request for Proposals for solar energy generation and energy usage reduction opportunities at on & off campus locations. The Request for Proposals complied with Board Policy §915, Energy Performance Contracts, as well as satisfying Section 31-7-14 of the Mississippi Code and the IHL Guidelines for Initiating Energy Service Contracts. Mississippi State University also notified the Energy & Natural Resources Division of the Mississippi Development Authority regarding the Request for Proposals prior to its issuance. In June 2019, Mississippi State University heard presentations by five solar energy firms and subsequently narrowed the list of candidate firms to three prior to further inquiry and consideration. In August 2019, Mississippi State University selected Entegrity as the successful firm. Mississippi State University now desires to contract with Entegrity to conduct an investment grade audit.

Mississippi State University is seeking to initiate the energy audit in accordance with Board Policy §915, Energy Performance Contracts, that requires each institution to bring audits to the Board for the approval prior to commencing audits to be used for performance contracting.

**Project Initiation Date:** January 16, 2020
Date of Original Construction: NA

Date of Last Renovation: NA

Proposed Project Budget:

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Total Project Budget $ 85,530.00

Proposed Funding Source(s): Internal Funds ($85,530)

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

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

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

2. MSU – IHL 205-283 – Pre-Planning the Addition and Renovation of Humphrey Coliseum

Project Request: Mississippi State University is requesting approval to rename the above referenced project from “Pre-Planning the Addition and Renovation of Humphrey Coliseum” to “Addition and Renovation to Humphrey Coliseum”. In addition, MSU is seeking to increase the budget from a preplanning budget of $200,000 to an actual project budget of $50,000,000. The university also requests to maintain the existing design professional, Dale Partners Architects and utilize the Construction Management at Risk (CMAR) project delivery method.

Current Project Phase: Design Phase

Design Professional: Dale Partners Architects, P.A.

General Contractor: TBD
Purpose/Justification: Mississippi State University is requesting approval to change the name of the above referenced project to reflect the project’s progression from the pre-planning phase to the actual project phase. Now that university has a more accurate cost figure the university is seeking to increase the budget to reflect the more accurate cost figure.

Mississippi State University is also requesting approval to utilize the Construction Management at Risk (CMAR) project delivery method which the university feels is advantageous considering the size and scope of the project. The project will be constructed in three (3) phases. In the past, MSU has utilized the design-bid-build delivery method for construction projects; however, such methods have traditionally exposed MSU to unnecessary risks of labor/material escalations, errors and omissions in the plan by the professional, and the unpredictability of the bid market. All such exposures generally increase the cost of the construction project and delay the completion of the project.

Project Scope: The project will provide the design and construction for the addition and renovation of Humphrey Coliseum located on the campus of Mississippi State University in Starkville, MS.

Construction Manager at Risk (CMAR) Delivery Method: Due to basketball season the renovation and addition work on the Coliseum must occur in the offseason to minimize disruption to the basketball programs. Given the large amount of work that will occur on the facility, the university would like to break the project into three phases with design, bidding & procurement work overlapping with construction of the previous phase. The multi-phased project approach makes more sense economically than one large 3+ year project given the volatility of the raw materials market which can lead to suppliers over inflating prices for such a long duration project.

Given the logistical challenges associated with phasing and a heavy renovation, Mississippi State University would like to utilize the Construction Manager at Risk (CMAR) project delivery method for the renovations and additions to Humphrey Coliseum. Utilizing CMAR will provide continuity between projects plus benefits during pre-construction and design such as scheduling, constructability and real cost estimate data to ensure a timely and on-budget project. The CMAR method also allows the contractor to provide a guaranteed maximum price (GMP) early in the design phase and assume the risk throughout the entire bid process. The subcontractor bid process will follow state procurement law. Upon completion of the construction buyout and construction, all cost savings will be returned to the owner.
The CMAR will be selected through a 2 step procurement process. Step 1 will be an RFQ process to ensure all potential CMAR firms are qualified to perform the work outlined in the project scope. Once the most qualified firms are identified, Step 2 will include an interview process with criteria that includes but is not limited to experience on similar projects, staffing, quality control, cost control, schedule control, and pre-construction capabilities.

**History:** The project was initiated for preplan purposes in June of 2016 with a $200,000 preplan budget. The Board of Trustees approved the rendering of the Humphrey Coliseum in October of 2018.

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

**Project Initiation Date:** June 16, 2016

**Proposed Project Budget:**

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**Proposed Funding Source(s):** Bulldog Club, Inc and MSU Athletics R&R Funds ($50,000,000)

*Staff Recommendation: The Attorney General’s Office has reviewed and approved this item. Board staff recommends approval of this item.*
3. **MSU – IHL 205-291 – Pre-Plan the Transit Facility**

*Project Request:* Mississippi State University is requesting approval to rename the above referenced project from “Pre-Plan the Transit Facility” to “Transit Facility”. In addition, MSU is seeking to increase the budget from a preplanning budget of $150,000 to an actual project budget of $4,500,000. Mississippi State University is also seeking approval of the exterior design of the Transit Facility. *(See Renderings Below)*

**Current Project Phase:** Design Phase

**Design Professional:** Shafer Zahner-Zahner

**General Contractor:** TBD

**Purpose/Justification:** Mississippi State University is requesting approval to change the name of the above referenced project to reflect the project’s progression from the pre-planning phase to the actual project phase. Now that university has a more accurate cost figure the university is seeking to increase the budget to reflect the more accurate cost figure. Before construction can begin the university is required to receive Board approval of the exterior design.

**Project Scope:** The project will provide the design and construction a new Transit Facility, approximately 7,800 gross square feet, located on the campus of Mississippi State University in Starkville, MS.

**History:** The project was initiated for preplan purposes in March of 2019 with a $150,000 preplan budget.

Mississippi State University is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget modifications and changes in funding sources/scope to the Board for approval. MSU is also acting in accordance with Board Policy §904(A), Board Approval, that requires the Board to approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project.

**Project Initiation Date:** March 21, 2019
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Proposed Funding Source(s): Parking and Transit/ MSU Funds ($4,500,000)

Staff Recommendation: Board staff recommends approval of this item.
Rendering 1: South Elevation

Rendering 2: North Elevation
APPROVAL OF OTHER REAL ESTATE REQUESTS

4. **UMMC – Naming of the New Children’s Hospital Tower as the “Kathy and Joe Sanderson Tower”**

**Project Request:** The University of Mississippi Medical Center requests permission to name the new, seven-story tower at Children’s of Mississippi as the “Kathy and Joe Sanderson Tower”.

**Purpose:** The University of Mississippi Medical Center is requesting to name the new, seven story tower at Children’s of Mississippi, which should be complete in the Fall of 2020, in honor of Kathy and Joe Sanderson. The Sandersons have made significant contributions to the Growing. So they can grow. Campaign for Children’s of Mississippi, serving as co-chairs of the campaign and donating personally to the project.

**Sandersons’ Bio:** Mr. and Mrs. Joe F. Sanderson, Jr. (Kathy and Joe) have been corporate and philanthropic leaders in Mississippi for decades, but their recent work with the children’s hospital expansion is extraordinary. Joe, Chairman of the Board and Chief Executive Officer of the Laurel-based Sanderson Farms, and his wife Kathy chair the Growing. So they can grow. Campaign for Children’s of Mississippi, a drive to raise $100 million. Not only have they donated more than $10 million personally to the campaign, they have led the committee to raise more than $76 million since 2016. Inspired by the excellent care provided to their granddaughter Sophie Creath at the children’s hospital, the Sandersons have worked tirelessly to ensure all families have the same experience for generations to come.

In addition to their work with the children’s hospital, the Sandersons have given to countless causes throughout Mississippi and beyond. Among the recipients of their generosity are public and private institutions of higher learning, United Way, and the American Red Cross for natural disaster relief. The Sandersons have received numerous accolades for both their business acumen and philanthropic giving. In 2014, Joe was named the Mississippi Business Journal’s Person of the Year for his visionary leadership of Sanderson Farms. Kathy was a teacher for 15 years and has been involved with the Laurel Garden Club, the Laurel Arts League, and the Lauren Rogers Museum of Art. The Sandersons have three children and six grandchildren.

Employing more than 17,000 employees in operations spanning five states and 17 different cities, Sanderson Farms is the third largest poultry producer in the United States. As a company, Sanderson Farms is committed to a culture of giving.
Sanderson Farms has contributed to this culture by serving as title sponsor to the Professional Golf Association tournament in Jackson since 2013, raising more than $6.2 million for Friends of Children’s Hospital, with plans to continue raising money through the tournament until at least 2026. The Sanderson Farms Championship won the 2018 award for Best Charity Integration among all PGA TOUR tournaments.

The University of Mississippi Medical Center is acting in accordance with Board Policy §917 Naming of Buildings and Facilities, that requires Board approval to be obtained prior to naming or re-naming any institutional building or facility.

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

5. **USM – Delete from Inventory – Building #443-B38 – Gulf Coast Research Lab – Ocean Springs, MS**

*Project Request:* The University of Southern Mississippi requests approval to delete from inventory Building #443-B38, a portable office/classroom modular trailer located at the Gulf Coast Research Laboratory in Ocean Springs, MS.

*Justification:* USM is seeking to sell the portable trailer at state auction. The remaining land will be utilized for future parking. The trailer was purchased in 2008 and served as temporary office/classroom space for the Marine Education Center after Hurricane Katrina.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #1335 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. UM – APPROVAL OF REVISED AFFILIATION AGREEMENT WITH THE OLE MISS ATHLETICS FOUNDATION

The University of Mississippi requests Board approval of the revised affiliation agreement between the University and the Ole Miss Athletics Foundation as required by revised IHL Board Policy 301.0806, University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed this agreement and found same to be compliant with revised Board Policy 301.0806.

AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF MISSISSIPPI AND THE OLE MISS ATHLETICS FOUNDATION

This agreement is made and entered into effective this 1st day of January, 2020 (the effective date) by and between the UNIVERSITY OF MISSISSIPPI, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (hereinafter referred to as “UM”), and the OLE MISS ATHLETICS FOUNDATION, a non-profit corporation duly organized under the laws of the State of Mississippi (hereinafter referred to as “OMAF”).

PREAMBLE

WHEREAS, OMAF has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Amended and Restated Articles of Incorporation, a copy of which is attached to this agreement as Exhibit A;

WHEREAS, UM has the authority and right to enter into agreements with affiliated 501(c)(3), non-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (“IHL”) Policy 301.0806;

WHEREAS, OMAF has the responsibility under its mission statement and as a non-profit corporation to use its resources in a responsible and effective manner to further the educational programs of UM and to aid UM’s Department of Intercollegiate Athletics (“Athletics Department”) as outlined in OMAF’s Articles of Incorporation;

WHEREAS, UM and OMAF anticipate that UM will provide OMAF with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other service, support, and assistance OMAF shall provide UM; and
WHEREAS, UM and OMAF desire to define the arrangements concerning services, facilities, premises, and activities as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, UM and OMAF do hereby agree, as follows:

ARTICLE 1. LEASE OF FACILITIES

1.1 UM has authorized OMAF to use and occupy a suite of offices in Tad Smith Coliseum. In addition to the suite of offices, UM grants OMAF a license to use the common areas of the Athletics Department administration building consistent with the intended uses of those common areas. Upon reasonable request and based upon availability, UM, through its Vice Chancellor for Intercollegiate Athletics (“AD”), may grant OMAF a license to use additional office, storage, or other space within UM buildings as necessary for OMAF to fulfill its obligations to UM under this Agreement.

1.2 This lease shall include office and related space, maintenance, furniture, equipment and utilities for the leased space. UM agrees to maintain the leased premises, to include equipment provided by UM, in reasonable repair. Maintenance of equipment purchased by OMAF will be the responsibility of OMAF. All additions and improvements made by OMAF to the leased premises which are not firmly affixed to a structure shall remain the property of OMAF and may be removed by OMAF at any time. UM may request OMAF to relocate at such time that leased space is needed to fulfill the missions and programs of UM.

ARTICLE 2. PERSONNEL AND SERVICES

2.1 OMAF may utilize, with the approval of the AD, which approval shall not be unreasonably withheld, such UM administrative, professional, and other employees from time to time as are needed to carry out the purposes of OMAF as agreed by UM. OMAF may also recommend to the AD changes in personnel, as necessary, for those UM employees who perform work for or under the direction of the OMAF Board of Governors or OMAF employees.

ARTICLE 3. OMAF AND UM OBLIGATIONS

3.1 OMAF, in cooperation with UM, agrees to use its reasonable best efforts to solicit and develop private and corporate support for UM and its athletics programs and to develop affinity programs to promote affinity and support for UM and its athletics programs. When soliciting support for the benefit of UM, OMAF agrees to solicit and/or accept only those gifts that are consistent with UM’s missions, goals, and obligations. OMAF shall manage all OMAF funds in its control in a fiscally sound and prudent manner and consistent with the terms of this Agreement.
3.2 OMAF agrees to provide in support of the Athletics Department each Fiscal Year (for purposes of this Agreement, OMAF and UM’s “Fiscal Year” begins each July 1 during the life of this Agreement and ends the following June 30) an amount as mutually agreed upon by UM and OMAF. In the absence of such agreement, OMAF shall provide $8 million dollars. The AD may direct OMAF to provide some or all of this support directly to the Athletics Department. The AD may also request OMAF to provide some or all of this support to one or more UM employees consistent with a supplemental compensation agreement between the UM employee and OMAF that has been approved by the AD and the Chancellor (in which event, OMAF agrees to report such approval and supplemental compensation to the IHL by December 1 of each year for the preceding fiscal year), or the AD may request OMAF to provide some or all of the amount set forth above to third parties to satisfy obligations owed to the third parties by the Athletics Department. UM acknowledges that if the AD requests OMAF to pay some or all of the amount set forth above to one or more UM employees or to third parties consistent with the preceding sentence, approval of the OMAF Board of Governors may be required under OMAF’s corporate governance before OMAF may comply with the AD’s request if such costs are outside of the OMAF annual budget for that fiscal year, as approved by the OMAF Board of Governors. OMAF agrees that it will not unreasonably deny such reasonable requests by the AD.

3.3 Prior to the end of each Fiscal Year during this Agreement, OMAF shall submit an annual budget for the forthcoming Fiscal Year to the AD or the AD’s designee.

3.4 OMAF agrees to maintain its separate financial and accounting records, including thorough documentation of donor intent, in accordance with generally accepted accounting principles. OMAF agrees to retain all books, accounts, reports, files and other records relating to this Agreement, the operation and management of OMAF or any funds contributed to, received by, expended by, or managed by OMAF, and to make such records available at all reasonable times for inspection and audit by the Chancellor or his/her designees, during the term of and for a period of five years after the completion of this Agreement. Such records shall be provided at OMAF’s offices, or such other location as designated by UM upon reasonable notice to OMAF. To the extent that information is inspected, reviewed or received by the AD or the Chancellor or his/her designees, with respect to the identity of donors or sponsors who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors or sponsors with respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, any personal, commercial or proprietary information provided to OMAF by third parties, or trade secrets associated with donors or entity functions (collectively, “Confidential and Trade Secret Information”), such information shall be treated as confidential by the AD or the Chancellor and by any designee who may review or acquire such information. UM 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. If upon such inspection or audit UM determines that UM funds or resources have been expended for purposes inconsistent with this Agreement, OMAF, upon demand by UM, shall reimburse UM for such misused funds, and UM shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL, acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL and, further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor shall be made by the IHL acting upon its minutes.

3.5 OMAF agrees that it may only use its resources to further the educational programs of UM and to aid UM’s Department of Intercollegiate Athletics as outlined in its Articles of Incorporation. OMAF further agrees that it may not amend its Articles of Incorporation during the life of this Agreement unless UM consents to the proposed amendment. UM agrees, through the Chancellor and the AD, to keep OMAF apprised of UM’s needs and priorities. OMAF agrees to consider and communicate to UM its ability and plans to fund those needs and priorities.

3.6 OMAF shall engage a Certified Public Accounting (CPA) firm to perform annual audits of OMAF’s fiscal year financial statements, and OMAF must submit the audited financial statements, along with a list of its officers, directors, or trustees, to the Chancellor and to the IHL by October 15 of each year. The CPA firm to be utilized by OMAF must be in good standing with the Mississippi State Board of Accountancy, have substantial experience in auditing like organizations and must be approved annually by the Chancellor or his/her designee. OMAF shall contemporaneously submit an annual report to UM and to the IHL providing a detailed list of supplemental compensation which was submitted to UM for the purpose of providing additional compensation to UM employees or paid directly to UM employees at the AD’s request under Article 3.2. This reporting requirement does not apply to transfers to UM by OMAF that are paid directly to UM for use by UM to compensate UM employees if that compensation is included in UM’s annual budget.

3.7 Except as directed by the AD and approved by the Chancellor under Article 3.2 or Article 3.13 and consistent with applicable laws and regulations as outlined in Article 5, OMAF shall provide no benefit or compensation to any UM employee. Notwithstanding the foregoing, OMAF shall not pay or provide compensation to the Chancellor, to any IHL system office employee, or to UM for the purpose of supplementing the Chancellor’s salary without the prior approval of the IHL. Any request for such approval shall come through the Commissioner of the IHL.
3.8 OMAF acknowledges and agrees that UM owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by UM for use by OMAF, including all such trademarks, service marks, and trade names historically associated with OMAF.

3.9 OMAF shall adopt and maintain a conflict of interest policy that complies with all requirements of Miss. Code Ann. § 79-11-269, as amended, UM’s conflict of interest policies, and which shall address transactions with UM or OMAF staff.

3.10 OMAF shall enter into an affiliation agreement with the University of Mississippi Foundation (“the Foundation”) that: (a) provides for the Foundation’s receipting and accounting for gifts, grants, and endowments given to or received by OMAF, and (b) assures that any such gifts, grants, and endowments are received and accounted for consistent with the Gift Acceptance Policy, and other policies and practices adopted by the Foundation. OMAF shall maintain and abide by a Gift Acceptance Policy, and such policy will be jointly endorsed by the Foundation, UM and OMAF and will describe the method by which the Foundation and OMAF will keep UM informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds. Consistent with the affiliation agreement between UM and the Foundation, the affiliation agreement between the Foundation and OMAF shall provide for the Foundation’s management of all OMAF endowments and other non-cash assets on OMAF’s behalf. OMAF does not manage UM endowments and other non-cash assets.

3.11 OMAF shall provide the AD and Chancellor notice of any regular, annual, or special meetings of the OMAF Board of Governors, and the AD, Chancellor or their designees have the right to attend any such meetings.

3.12 OMAF agrees to timely satisfy any and all financial obligations to third parties, including but not limited to its Promissory Note and other obligations related to or secured by OMAF’s interest in the Manning Athletics Performance Center.

3.13 OMAF agrees to manage and support the Athletics Department Courtesy Car Program consistent with the policies and guidelines for such program approved by the AD.

3.14 The AD may from time to time make other requests from OMAF or seek other assistance from OMAF in accomplishing the mission of the Athletics Department, and OMAF agrees that it will not unreasonably deny any such requests.

3.15 OMAF shall pay UM for services provided OMAF by UM employees by annually reimbursing UM a percentage of employment costs associated with those UM employees who perform work for or under the direction of the OMAF Board of
Governors or OMAF employees. The amount OMAF shall reimburse UM for a particular employee’s services in support of OMAF shall be based upon an estimate of the portion of that employee’s time devoted to OMAF work. A list of UM employees providing services to OMAF and the portion of associated employment expenditures for which OMAF shall reimburse UM will be determined annually. OMAF shall pay to UM on or about June 30 an amount as mutually agreed upon by UM and OMAF.

3.16 OMAF shall reimburse UM for expenses UM incurs as a result of OMAF operations if those expenses would not otherwise have been incurred by UM. The rate charged OMAF shall be the rate that is charged to UM departments for such services.

3.17 OMAF may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed five years.

3.18 OMAF shall maintain an appropriate methodology under which all gifts, grants, endowments and other assets are accepted and accounted for, an appropriate procedure to determine how income related to those assets is computed and distributed to UM, and the terms under which any portion of such assets or the income related thereto may be used for the operating or other expenses of OMAF. All gifts made to UM shall be accounted for and ownership shall be maintained by UM, even though the gifts may be managed by OMAF.

3.19 UM shall ensure that donor gift funds are used in a timely manner in compliance with donor intent. UM shall provide OMAF staff and OMAF auditors with access to records and accounts needed to monitor and verify the use of donor gift funds.

ARTICLE 4. SEATING PRIORITY AND OTHER IN-KIND SUPPORT

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

4.1 The right to assign seating priority at UM athletics events, including UM football games, baseball games, women’s basketball games, men’s basketball games, and other athletics events in the discretion of the AD.

4.2 The right to assign parking privileges to park in restricted areas designated by the AD for certain athletics events, including UM football games, baseball games, women’s basketball games, men’s basketball games, and other athletics events in the discretion of the AD.
4.3 A non-exclusive, non-transferable license to use UM trademarks, service marks, and logos consistent with UM policy and its contract with Collegiate Licensing Company, including but not limited to a license to use marks developed by UM for use by OMAF.

4.4 An exclusive, transferable license to use UM trademarks, service marks, and trade names historically associated with OMAF.

4.5 The designation as an UM official affiliated entity.

4.6 Such other rights, privileges or benefits as the AD, in the AD’s sole discretion, may determine will assist OMAF in discharging its obligations under this Agreement.

4.7 UM shall provide support services to OMAF of the type provided to UM departments on a cost reimbursement basis including, but not limited to, utilities, telephone, fiber optic Internet cable connection, custodial services, printing and publication services, motor pool, and, to the extent permitted by law, use of the UM mail system and protection of the UM Police Department.

4.8 UM shall provide OMAF employees staff identification cards, parking privileges, admission to athletics and entertainment events, and access to UM’s library, health facilities, dining facilities and to its recreation and fitness programs, including the UM Golf Course, at the same rates and under the same terms as those benefits and facilities are made available to UM administrators and other employees.

ARTICLE 5. COMPLIANCE

5.1 OMAF shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by IHL, by the Southeastern Conference (“SEC”) or by the National Collegiate Athletics Association (“NCAA”). In managing the rights, privileges, and benefits assigned to OMAF in Article 4 above, OMAF shall include as a condition of any contract or agreement assigning to a third party any of those rights, privileges or benefits, that the rights, privileges or benefits may be withheld if the recipient or prospective recipient has engaged in conduct that UM or OMAF reasonably believes to be a violation of SEC or NCAA rules or legislation.

ARTICLE 6. INDEMNIFICATION

6.1 OMAF shall indemnify and hold harmless the IHL, UM, and their respective officers, employees, agents, and students in their official and personal capacities, and the Board of Trustees of State Institutions of Higher Learning from and against any and all claim, damage, liability, injury, expense, demands, and judgments,
including court costs and attorney's fees, to the extent any such claim, damage, liability, injury, expense, demand or judgment is caused by the OMAF or any OMAF employee acting within the course and scope of their employment. This provision shall continue beyond termination or expiration of this Agreement.

6.2 UM and OMAF agree that UM generally controls the operation and activities of the Manning Athletics Performance Center and other property leased by OMAF to UM while such leases are in effect.

ARTICLE 7. INSURANCE

7.1 OMAF shall maintain General Liability insurance providing insurance coverage of at least $1,000,000 per occurrence and $2,000,000 aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law. The general liability policy shall add the University and IHL as additional insureds. Such policy shall be primary and non-contributory in regard to insurance or self-insurance maintained by University or IHL. The OMAF agrees to waive any rights of subrogation against University or IHL.

7.2 OMAF shall maintain Automobile Liability insurance providing at least $1,000,000 per accident or occurrence for bodily injury and property damage.

7.3 OMAF shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property, and in the event that OMAF owns any interest in real property during the life of this Agreement, including the Manning Athletics Performance Center, sufficient property and casualty insurance to insure against the loss of the real property and any improvements or personal property associated with the insured premises.

7.4 OMAF shall maintain Directors and Officers liability insurance on members of the Board of Directors and OMAF Officers, while performing as such.

7.5 OMAF shall maintain Commercial Excess or Umbrella Coverage of $4,000,000 in additional coverage in excess or over and above the basic coverage set forth in Articles 7.1, 7.2, 7.4 and 7.6.

7.6 OMAF shall maintain Cyber Breach/Internet liability insurance providing at least $1,000,000 in aggregate liability. This cyber insurance shall minimally provide coverage for liability, data breach investigation and response, and regulatory defense.
BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JANUARY 16, 2020

7.7 OMAF shall maintain Workers Compensation insurance, if required to do so by applicable law, or such other insurance coverage as may be required by applicable law.

7.8 Although in some circumstances OMAF or an OMAF employee may be considered a university employee under the statutory definition of “Employee” under the Mississippi Tort Claim Act (“MTCA”), the parties agree that any insurance coverage purchased by OMAF shall not constitute a waiver of any protections provided by the MTCA to UM and shall not constitute "excess" insurance within the meaning of Miss. Code Ann. § 11-46-17(4) or be any waiver under the MTCA.

7.9 UM and OMAF agree that it is intended for title to all personal property and contents purchased by OMAF for the use of UM to be conveyed to UM at the time of delivery to UM. Therefore, OMAF shall be under no duty to purchase property insurance coverage for personal property and contents which are purchased by OMAF for the use of UM.

7.10 The above-required policies of insurance shall be with insurers rated by A M Best as A VIII or greater and which are licensed to provide the insurance in the State of Mississippi. Certificates of insurance, which list all applicable endorsements, shall be provided to University upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211. No material change in coverages may occur for University or IHL without sixty (60) days advanced notice.

ARTICLE 8. REPORTING

8.1 OMAF shall, by each December 1 of each year during the life of this Agreement, submit a detailed annual report of the work and financial condition of the OMAF for the preceding fiscal year to the AD, the Chancellor and the IHL, and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the OMAF, by IHL policies or by other applicable law, including but not limited to any and all reports required by Articles 3.2 and 3.6 of this Agreement.

8.2 OMAF shall promptly notify the Chancellor of the University and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

(a.) OMAF has materially breached any of its contractual obligations under the Agreement;
(b.) OMAF 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;
(c.) OMAF 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;

(d.) There has been a failure by OMAF 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 OMAF;

(e.) Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on OMAF or upon its status as a tax-exempt organization; or

(f.) OMAF has contracted with or entered into any business or pecuniary relationship with any individual on OMAF’s Board of Governors, other than a fulltime employee of OMAF, or any entity controlled directly or indirectly by any individual on OMAF’s Board of Governors, 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 OMAF to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

8.3 The OMAF chief executive officer shall submit to the Chancellor and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that OMAF 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 Chancellor and the IHL, as required in Section 8.2 above. In this certification the OMAF chief executive officer shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the OMAF chief executive officer will immediately notify, in writing, the Chancellor of the University.

8.4 The OMAF chief executive officer shall report directly to the OMAF Board of Governors and confer on daily business operations with the AD. The Board of Governors, with the recommendation of the AD, shall hire, terminate, assess, and set compensation for the OMAF chief executive officer. The Foundation Members, as defined in OMAF’s Bylaws and which include the Chancellor and the AD, select the members of the Board of Governors.

ARTICLE 9. TERMINATION AND RENEWAL

9.1 This Agreement shall expire on December 31, 2024, if not renewed by mutual consent of the parties before that date.

9.2 The Chancellor, with prior approval of the IHL Board, may terminate
this Agreement, for specified material noncompliance with or breach of this Agreement or applicable policies of UM or the IHL. In such cases, the Chancellor must provide OMAF ninety (90) days notice and work with the OMAF staff and Board of Governors in that period to cure the breach in advance of the termination.

9.3 Upon termination of this Agreement pursuant to paragraph 9.2 herein: (1) OMAF will remit all unrestricted gift funds to UM for one or more public purposes exclusively for the use and benefit of UM or to another entity designated by the Chancellor 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 UM, (2) OMAF shall cease to use and shall not assign or delegate the authority to use the UM name or registered marks or logos to any person or entity without the written approval of the Chancellor, and (3) OMAF shall provide the IHL, UM or another entity designated by the IHL or Chancellor with any records, accounts or other materials requested by the Chancellor or IHL, subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

9.4 The Bylaws of OMAF shall state that upon dissolution of OMAF, all of OMAF’s assets shall be transferred to UM or to one or more public purposes exclusively for the use and benefit of UM or another entity identified by the Chancellor 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 UM. The Bylaws of OMAF shall further provide that the IHL must approve any exception to the aforementioned requirement.

9.5 MAF agrees to cease using the UM name, marks, and logos in the event that OMAF dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue code.

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

10.2 The parties agree that OMAF is not the agent or employee of UM, and nothing in this Agreement creates an employment or other agency relationship between the parties.

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

10.4 In the performance of this Agreement, OMAF shall not deny employment opportunities to any person on the basis of race, gender, pregnancy, gender identity or expression, color, religion, citizenship, national origin, sexual orientation, sex, age, disability, genetic information or veteran’s status.

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

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

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

10.9 OMAF’s obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls.

10.10 UM and OMAF agree that neither UM or OMAF shall have any liability for the obligations, acts or omissions of the other party. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions. UM and OMAF further agree that although OMAF may provide perquisites and supplemental compensation to some UM employees, OMAF is doing so at the direction of UM under this Agreement. UM and OMAF agree that OMAF is not the employer of any UM employees and does not control, direct or supervise the work of any UM employees.

ARTICLE 11. NOTICE

11.1 Any notice to either party hereunder shall be in writing and signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, or through electronic mail, when addressed as follows:
To UM:  
Dr. Glenn Boyce  
Chancellor  
The University of Mississippi  
Lyceum  
University, MS 38677  

To OMAF:  
Chief Executive Officer  
Ole Miss Athletics Foundation  
100 Coliseum Loop, Suite B  
University, MS 38677  

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

IN WITNESS WHEREOF, UM and OMAF, acting through the Chancellor, the Chair of OMAF and the Chief Executive Officer of OMAF, respectively, execute this Agreement on this the ___ day of ___________, 2020.

STAFF RECOMMENDATION:  Board staff recommends approval of this item.

2. UM – APPROVAL OF REVISED AFFILIATION AGREEMENT WITH THE UNIVERSITY OF MISSISSIPPI FOUNDATION

The University of Mississippi requests Board approval of the revised affiliation agreement, including leasing office space, between the University and The University of Mississippi Foundation as required by revised IHL Board Policy 301.0806, University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed this agreement and found same to be compliant with revised Board Policy 301.0806.

AFFILIATION AGREEMENT  
BETWEEN  
UNIVERSITY OF MISSISSIPPI  
AND THE  
UNIVERSITY OF MISSISSIPPI FOUNDATION

This Agreement is made and entered into effective this 1st day of January, 2020 (the effective date) by and between The University of Mississippi, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and The University of Mississippi Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the “Foundation”). This Agreement is designed to govern the relationship between the University and the Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.
PREAMBLE

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated July 31, 1973, a copy of which is attached to this Agreement as Exhibit A;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c)(3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the “Board” or “IHL”) Policy 301.0806 (the “Policy”);

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

WHEREAS, the Foundation owns certain real property situated at 406 University Avenue, Oxford, Mississippi, referred to as “Brandt Memory House” including the attached “Carriage House.” The offices of the Foundation being located in this facility, which adjoins, but is not part of, the campus of the University;

WHEREAS, the University has an active fund-raising and development program and wishes to utilize office space, enhanced computer capabilities and assistance in the identification of donors, solicitation of donations, acknowledgment and accounting of contributions and maintenance of donor biographical, financial and contribution records, all of which the University believes the Foundation can provide;

WHEREAS, the University and the Foundation anticipate that the Foundation will provide the University with specified services and facilities in carrying out its mission; and

WHEREAS, the University and the Foundation desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:
ARTICLE 1. LEASE OF FACILITIES

1.1 The Foundation shall provide the University with approximately 10,500 square feet of office space in Carriage House at the prevailing rate for comparable office space in Oxford, Mississippi, as well as parking privileges for University employees performing work on behalf of the Foundation or the University’s fund-raising activities. The rental fee charged the University for this office space shall include the cost of all utilities other than telephone service charges, which charges shall be paid separately by the University. The parties agree at this time that this charge will be $21.00 per square foot for a total sum of $220,500 per year. Future increases are anticipated to be based on approximate increases in market rates. The University agrees to maintain the leased premises, to include equipment provided by the Foundation, in reasonable repair. All additions and improvements made to the leased premises which are not firmly affixed to a structure shall remain the property of the University and may be removed by the University at any time. The Lease shall renew from year to year unless terminated in writing or upon ninety (90) days written notice.

1.2 The Foundation shall permit the University to use Brandt Memory House for appropriate University functions consistent with the terms set forth in its Brandt Memory House Rental Agreement. A separate contract is to be executed for each official use of Brandt Memory House. The Foundation serves as host for many functions sponsored by the University and will continue to do so.

ARTICLE 2. UNIVERSITY PERSONNEL AND SERVICES

2.1 The Foundation may utilize, with the approval of the University Vice Chancellor for Finance, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of the Foundation.

2.2 The Foundation and the University agree that the portion of the cost incurred by utilizing University employees for Foundation operational activities shall be reimbursed annually by the Foundation to the University. The reimbursement shall be based on the percentage of time University employees devote to Foundation operations multiplied by the employee(s) annual compensation including benefit costs.

2.3 The Foundation shall reimburse the University for expenses the University incurs as a result of Foundation operations, if those expenses would not otherwise have been incurred by the University, specifically including telephone, mail and other such services provided on a monthly basis. The rate shall be the rate that is charged to University departments for such services.

2.4 The University shall provide support services to the Foundation of the type provided to University departments on a cost reimbursement basis including, but not
limited to, utilities, telephone, fiber optic Internet cable connection, custodial services, printing and publication services, motor pool and, to the extent permitted by law, use of the University mail system and protection of the University Police Department.

2.5 The University shall provide Foundation employees staff identification cards, parking privileges, admittance to athletics and entertainment events, health services benefits and access to the University’s library and to its recreation and fitness programs, at the same rates and under the same terms as those benefits and facilities are made available to University administrators and other employees.

2.6 The University designates the Foundation as the primary entity for receiving, acknowledging, accounting for and managing its funds, as well as for identifying and maintaining biographical and giving records of potential and actual donors. The University and the Foundation agree that the annual sum of $450,000 is a fair and appropriate amount for the University to pay to the Foundation for the performance of these services. Adjustments to this sum in future fiscal years are expected to be based on local cost of living adjustments, unless otherwise agreed to by the University Vice Chancellor for Finance and the Foundation CEO. The University shall also reimburse the Foundation for the cost of any donations received for items such as wire fees and credit card fees on gifts received.

2.7 The Chancellor of the University shall serve ex officio as a non-voting member of the Foundation’s Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Foundation’s Board of Directors.

2.8 Annually, the Chancellor of the University shall certify to the Foundation a list of University employees who are authorized to request disbursements from the Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures. The Foundation shall be relieved of any liability arising from a disbursement made pursuant to the provisions of this Section of the Agreement.

2.9 The Chancellor of the University shall submit a request to the Foundation for utilization of University unrestricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, incorporate the University’s request into its operating budget and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University Chancellor and/or the University Vice Chancellor for Development (or equivalent position), shall routinely update key Foundation personnel on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fundraising needs and objectives.
2.10 The University shall ensure that donor gift funds distributed by the Foundation to the University are used in a timely manner in compliance with donor intent. The University shall provide Foundation staff and Foundation auditors with access to records and accounts needed to monitor and verify the use of donor gift funds.

2.11 The University’s name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use the University’s name or registered marks or logos to any person or entity without the written approval of the Chancellor of the University and the Director of the University’s Licensing Program. To assist the Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

(a) a non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation;
(b) an exclusive, transferable license to use University trademarks, service marks and trade names historically associated with the Foundation;
(c) the designation of the Foundation as a University affiliated entity; and
(d) such other rights, privileges or benefits as the University Chancellor, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

ARTICLE 3. FOUNDATION OBLIGATIONS

3.1 The Foundation’s primary purpose is to provide support to the University in accord with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its charitable, scientific and educational purposes.

3.2 The Foundation, acting through its Board of Directors and staff, shall assist the University’s Office of Development in its fund-raising activities and development programs with individuals, corporations, foundations, governmental and other external organizations.

3.3 The Foundation, acting through its Board of Directors and staff, shall solicit and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and improvement of the University’s physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of the University, the
Foundation agrees to accept only those gifts that are consistent with the University’s missions, goals and obligations. The Foundation shall maintain and abide by a Gift Acceptance Policy that is jointly endorsed by the University and the Foundation. The Gift Acceptance Policy shall describe the method by which the Foundation will keep the University informed about endowment performance, endowment spending policy and anticipated accumulation and distribution of funds.

3.4 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the University or to the Foundation. Assets of the Foundation shall be maintained pursuant to the Uniform Prudent Management of Institutional Funds Act (UPMIFA), as promulgated by the State of Mississippi. The University shall have rights of inspection of Foundation records. Such rights shall be afforded to the IHL, if so desired. The Foundation shall maintain an appropriate methodology under which all gifts, grants, endowments and other assets are accepted and accounted for, an appropriate procedure to determine how income related to those assets is computed and distributed to the University, and the terms under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Foundation. All gifts made to the University shall be accounted for and ownership maintained by the University, even though they may be managed by the Foundation.

3.5 To the extent the Foundation manages any of the endowment assets of the University (including its Medical Center) such management shall be done in accordance with the Investment Policy Statement approved by the Joint Investment Committee of the Foundation, University and University of Mississippi Medical Center. To the extent practicable, endowment asset allocations for each of these entities shall be allocated in the same proportion of the total endowment assets of the underlying entity. Such allocations are designed to generate similar annual returns for each entity’s endowment pool. The combined returns of the total endowment pool managed by the Joint Investment Committee shall be provided on the Foundation’s website on a quarterly basis as such returns become available. The endowment spending rate shall be specified in the Investment Policy Statement which shall also be available on the Foundation’s website.

3.6 The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed 5 years.

3.7 The Foundation shall maintain its separate financial and accounting records, including thorough documentation of donor intent, in accordance with generally accepted accounting principles applicable for its industry. The Foundation must cause to be prepared annual financial statements of the condition of the Foundation, which shall include such detail as IHL may from time to time require. The Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the
Foundation’s June 30 financial statements, and the Foundation shall submit the audited financial statements, along with a list of its officers, directors or trustees, to the Chancellor of the University and to IHL within five months following the completion of the Foundation’s fiscal year or by October 15 of each year, whichever is earlier. The CPA firm to be utilized by the Foundation must be in good standing with the Mississippi State Board of Accountancy, have substantial experience in auditing like organizations and must be approved annually by the University’s Chancellor or his/her designee.

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

3.9 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. § 79-11-269, as amended, the University’s conflict of interest policies, and which shall address transactions with University or Foundation staff.

3.10 The Foundation shall immediately deposit into the appropriate University account any funds which are sent to the Foundation but which are clearly intended to be funds designated for a University account. In such an instance, the Foundation shall issue, on behalf of the University, a University development receipt.

3.11 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation.

3.12 The Foundation CEO shall promptly notify the Chancellor of the University and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

(a) the Foundation has materially breached any of its contractual obligations under this Affiliation Agreement;
(b) the Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
(c) the Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
(d) there has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
(e) any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax exempt organization; or
(f) the Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, 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 Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

3.13 If requested by the University, the Foundation shall provide any and all information relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the Chancellor of the University or his/her 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, commercial or proprietary information relating to a donor or his/her family or 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 Chancellor and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes.

3.14 The Foundation President shall report directly to the Foundation Board of Directors. Notwithstanding this reporting relationship, it is expected that the Foundation President shall work closely with the Chancellor in serving the interests of the University. On at least an annual basis, the Chair of the Foundation shall seek input from the Chancellor on the performance of the Foundation President. The Chair of the Foundation shall also seek Chancellor input in the hiring, compensation and termination of this position as such decisions are being made by the Foundation Board of Directors.

ARTICLE 4. COMPLIANCE

4.1 The Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the University or IHL.
ARTICLE 5. INSURANCE

5.1 The Foundation shall maintain General Liability insurance providing insurance coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law. The general liability policy shall add the University and IHL as additional insureds. Such policy shall be primary and non-contributory in regard to insurance or self-insurance maintained by University or IHL. The Foundation agrees to waive any rights of subrogation against University or IHL.

5.2 The Foundation shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property to insure against the loss of the real property and any improvements associated with the insured premises.

5.3 The Foundation shall provide for the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

5.4 The Foundation shall maintain Commercial Excess or Umbrella Coverage of $4,000,000 in additional coverage in excess or over and above the basic coverage set forth above.

5.5 The Foundation shall maintain Worker’s Compensation insurance, if required to so by applicable law, or such other insurance coverage as may be required by applicable law.

5.6 Although in some circumstances the Foundation or a Foundation employee may be considered a university employee under the statutory definition of “Employee” under the Mississippi Tort Claim Act (“MTCA”), the parties agree that any insurance coverage purchased by the Foundation shall not constitute a waiver of any protections provided by the MTCA to the University and shall not constitute “excess” insurance within the meaning of Miss. Code Ann. § 11-46-17(4) or be any waiver under the MTCA.

5.7 To the extent the Foundation maintains data in its possession and control which is subject to privacy laws, the Foundation shall maintain a commercially reasonable amount of cyber breach insurance, which shall include coverage for liability, data breach investigation and response, and regulatory defense.

5.8 The above policies of insurance shall be with insurers rated by A M Best as A VIII or greater and which are licensed to provide the insurance in the State of Mississippi. Certificates of insurance, which list all applicable endorsements, shall be
provided to University upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211. No material change in coverages may occur for University or IHL without sixty (60) days advanced notice.

ARTICLE 6. REPORTING

6.1 The Foundation shall, each year during this Agreement, submit to the University Vice Chancellor for Administration and Finance and to the IHL its annual audited financial statements for the prior fiscal year as set forth in Section 3.7 of this Agreement. Such submission shall also include a list of Foundation officers, directors or trustees. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University Employees, it being agreed that any such payments shall only be made through the University’s payroll system and with the Chancellor’s approval. Understanding that no form of additional compensation may be underwritten for the University Chancellor or for any IHL system office employee without IHL approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the Chancellor or provided to the University for purposes of supplementing the Chancellor’s salary.

6.2 In order to facilitate transparency, the Foundation shall also maintain on its website, for public and University inspection, a copy of this Agreement along with copies of the most recent annual audited financial statements, Form 990, By-laws, Charter, listing of the members of its Board of Directors, its conflict of interest policy and its investment policy.

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

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreements shall expire on December 31, 2024, if not renewed by mutual consent of the parties before that date.
7.2 The Chancellor, with prior approval of the IHL Board, may terminate this Agreement, for specified material noncompliance with or breach of this Agreement or applicable policies of the University or IHL. In such cases, the Chancellor must provide the Foundation ninety (90) days’ notice and work with the staff and board of the Foundation in that period to cure the breach in advance of termination.

7.3 Upon the Chancellor’s termination of this Agreement pursuant to paragraph 7.2 herein: (1) the Foundation 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 Chancellor 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) the Foundation shall cease to use and shall not assign or delegate the authority to use the University’s name or registered marks or logos to any person or entity without the written approval of the Chancellor, and (3) the Foundation shall provide the IHL, the University or another entity designated by the IHL or Chancellor with any records, accounts or other materials requested by the Chancellor or IHL, subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

7.4 The By-Laws of the Foundation shall state that upon dissolution of the Foundation, all of the Foundation’s assets shall be transferred to the University or to one or more public purposes exclusively for the use and benefit of the University or another entity identified by the Chancellor 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. The IHL Board must approve any exception to the aforementioned requirement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

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

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

8.3 Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party.

8.4 The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to
a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions. The parties further agree that although the Foundation may provide perquisites and supplemental compensation to some University employees, the Foundation is doing so at the direction of the University under this Agreement. The Foundation and the University agree that the Foundation is not the employer of any University employees and does not control, direct or supervise the work of any University employees.

8.5 The University and Foundation agree that the Foundation’s donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Except as otherwise provided in Section 3.13 above, and unless required to disclose such information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

8.6 In the performance of this Agreement, the Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition or veteran’s status. The Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

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

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

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

8.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.
8.11 The Foundation’s obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls (including, but not limited to, the University of Mississippi Foundation Realty, LLC), 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., 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 this Agreement.

8.12 The University and the Foundation agree that it is intended for title to all personal property and contents purchased by the Foundation for the use of the University to be conveyed to the University at the time of delivery to the University. Therefore, the Foundation shall be under no duty to purchase property insurance coverage for personal property and contents which are purchased by the Foundation for the use of the University.

ARTICLE 9. NOTICE

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

To the University:
Dr. Glenn Boyce, Chancellor
The University of Mississippi
Lyceum
University, MS 38677

To the Foundation:
Wendell W. Weakley, President and CEO
The University of Mississippi Foundation
406 University Avenue
Oxford, MS 38655

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

ARTICLE 10.

10.1 The Foundation shall be responsible for establishing and maintaining an information security program that is designed to: (a) ensure the security and confidentiality of data transmitted by the University to the Foundation or data otherwise obtained by the Foundation from or about the University (“University Data”), (b) protect against any anticipated threats or hazards to the security or integrity of University Data, and (c) protect against unauthorized access to or use of University Data that could result in substantial harm or inconvenience to the University or any of its stakeholders. The Foundation shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized
processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of University Data while such information is in the Foundation’s possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. The Foundation will maintain sufficient procedures to detect and respond to security breaches involving University Data and will inform the University immediately when it suspects or learns of malicious activity involving University Data, including an estimate of the activity’s effect on the University and the corrective action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

10.2 At a minimum, the Foundation’s safeguards for the protection of University Data shall include: (a) limiting access to University Data to authorized personnel of the Foundation and utilizing policies that promote the least internal access; (b) securing business facilities, data centers, paper files, servers, back-up systems (at a strategically located off-site location) and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (c) implementing network, device application, database and platform security; (d) securing information transmission, storage and disposal; (e) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (f) encrypting (with AES-256 bit or better encryption) University data stored on any mobile media; (g) encrypting University Data transmitted over public or wireless networks; (h) strictly segregating University Data from information of the Foundation or its other customers so that University Data is not commingled with any other types of information; (i) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (j) providing appropriate privacy and information security training to the Foundation’s employees.

10.3 The Foundation must obtain the written approval of the University before subcontracting any portion of this Agreement. All subcontracts shall incorporate the terms of this Agreement so as to require subcontractors to meet or exceed the Foundation’s security obligations, including all data security requirements.

IN WITNESS WHEREOF, the University and the Foundation, acting through the Chancellor of the University, the Chair of the Foundation and the President and Chief Executive Officer of the Foundation, respectively, execute this Agreement on this the ____ day of _____________, 2020.

STAFF RECOMMENDATION: Board staff recommends approval of this item.
3. **UMMC – APPROVAL OF AFFILIATION AGREEMENT WITH THE FRIENDS OF CHILDREN’S HOSPITAL**

The University of Mississippi Medical Center requests Board approval to enter into an affiliation agreement with the Friends of Children’s Hospital pursuant to IHL Board Policy 301.0806, University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed this agreement and found same to be compliant with revised Board Policy 301.0806.

**AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF MISSISSIPPI MEDICAL CENTER AND THE FRIENDS OF CHILDREN’S HOSPITAL, INC.**

This Agreement is made and entered into effective this ____ day of ________, 2020 (the Effective Date) by and between The University of Mississippi Medical Center, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (UMMC), and Friends of Children's Hospital, Inc., a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the Friends). This Agreement is designed to govern the relationship between UMMC and Friends by setting forth the terms and conditions under which UMMC will provide certain support and services for Friends and Friends will provide certain support and services for and on behalf of UMMC.

**PREAMBLE**

WHEREAS, Friends has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated September 4, 1990;

WHEREAS, UMMC has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the Board or IHL) Policy 301.0806 (the Policy);

WHEREAS, Friends has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to maintain an association of persons interested in Children’s of Mississippi, including, but not limited to, the Blair E. Batson Hospital for Children at the University of Mississippi Medical Center (hereinafter called COM); and all of its pediatric programs; to focus public attention on COM; to render volunteer service to COM, its patients and parents; to encourage gifts, endowments and bequests to COM through fundraising activities; to
foster, create and promote statewide participation; and support other community organizations working for the betterment of COM or any part thereof;

WHEREAS, UMMC and Friends have active fund-raising and development programs and Friends wishes to assist in the identification of donors and solicitation of donations which UMMC believes Friends can provide;

WHEREAS, UMMC and Friends anticipate that Friends will support UMMC in carrying out its mission; and

WHEREAS, UMMC and Friends desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, UMMC and Friends do hereby agree as follows:

ARTICLE 1. LEASE OF FACILITIES

1.1 During the term of this Agreement, if Friends shall need office space or the use of any other dedicated space, the parties shall negotiate and enter into a separate agreement therefor at the prevailing rate for comparable space.

ARTICLE 2. UMMC PERSONNEL AND SERVICES

2.1 Friends may utilize, with the approval of the Chief Financial Officer of UMMC, whose approval shall not be unreasonably withheld, such UMMC administrative, professional and other employees from time to time as are needed to carry out the purposes of Friends which are for the benefit of COM.

2.2 Friends and UMMC agree that the portion of the cost incurred by utilizing UMMC employees for Friends' operational activities shall be reimbursed annually by Friends to UMMC. The reimbursement shall be based on the percentage of time UMMC employees devote to Friends' operations multiplied by the employee(s) annual compensation including benefit costs.

2.3 Friends shall reimburse UMMC for expenses UMMC incurs as a result of Friends' operations, if those expenses would not otherwise have been incurred by UMMC, specifically including mail and other such services provided on a monthly basis. The rate shall be the rate that is charged to UMMC departments for such services.

2.4 UMMC shall provide support services to Friends of the type provided to UMMC departments on a cost reimbursement basis including, but not limited to, utilities,
fiber optic Internet cable connection, custodial services, printing and publication services, motor pool and, to the extent permitted by law, use of UMMC mail system and protection by UMMC Police Department.

2.5 UMMC shall provide Friends' employees staff identification cards, parking privileges, and access to UMMC's library at the same rates and under the same terms as those services and facilities are made available to UMMC's administrators and other employees.

2.6 The UMMC Vice Chancellor for Health Affairs and Dean of the School of Medicine ("Vice Chancellor") or his/her designee shall serve ex officio as a non-voting member of Friends' Board of Directors. Other UMMC employees may serve as non-voting ex officio members of the Board of Directors. No other UMMC employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of Friends' Board of Directors.

2.7 The Vice Chancellor or COM Administrator shall submit requests to Friends from time to time for support of items or activities at COM or other children's programs. Friends shall, consistent with the goals and priorities established by UMMC and conveyed to Friends, consider UMMC's request into its operating budget and may allocate funds and unrestricted gifts accordingly to the extent funds are available. Friends, in concert with donor intent or directives, if any, agrees to consider and communicate to UMMC Friends' ability and plans to fund COM's needs and priorities, as such needs and priorities are determined by the Vice Chancellor. The Vice Chancellor and/or UMMC's Chair of Pediatrics and/or COM Administrator, shall routinely update key Friends' personnel on UMMC initiatives involving private support to ensure that Friends and UMMC personnel are informed of fund raising needs and objectives.

2.8 UMMC's name and registered marks and logos (Marks) have great economic and public relations value to UMMC, its faculty, staff, alumni and students. UMMC owns, among other tangible assets, the names "Children’s of Mississippi" and "Blair E. Batson Hospital for Children". Friends shall not assign or delegate the authority to use UMMC's Marks to any person or entity without the prior written approval of the Vice Chancellor and UMMC’s Chief Institutional Advancement Officer. To assist Friends in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for UMMC, UMMC grants Friends the following rights:

2.8 (a) A non-exclusive, non-transferable license to use UMMC Marks consistent with UMMC policy, including but not limited to a license to use Marks developed by UMMC for use by Friends.

2.8 (b) The designation of Friends as a UMMC affiliated entity.
2.8 (c) Such other rights, privileges or benefits as the Vice Chancellor, in his/her sole discretion, may determine will assist Friends in discharging its obligations under this Agreement.

2.8 (d) UMMC must first approve the use of any UMMC Mark(s) prior to its/their use by Friends.

2.8 (e) Notwithstanding any terms concerning termination in Article 7 or any other article of this Agreement, UMMC may at any time, in its sole discretion and for any reason or no reason, revoke such license and Friends shall immediately cease any and all use of UMMC Mark(s); provided, that this Section 2.8(e) shall not be applicable to any Mark(s) that is/are subject to a separate, written license agreement between UMMC and Friends.

2.8 (f) In the event that Friends generates mark(s) on its own and uses such mark(s), the parties agree that UMMC shall not be responsible or liable in any way for any violations or infringement of intellectual property or trademark rights of third parties due to generation or use of such mark(s) by Friends.

2.9 UMMC shall ensure that gift funds distributed by Friends are used in a timely manner in compliance with donor intent. UMMC will provide Friends staff and auditors reasonable access to records and accounts needed to monitor and verify use of gift funds.

ARTICLE 3. FRIENDS' OBLIGATIONS

3.1 Friends' primary purpose is to provide support to COM in accordance with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, maintaining an association of persons interested in COM; and all of its pediatric programs; to focus public attention on COM; to render volunteer service to COM, its patients and parents; to encourage gifts, endowments and bequests to COM through fundraising activities; to foster, create and promote statewide participation; and support other community organizations working for the betterment of COM or any part thereof.

3.2 Friends, acting through its Board of Directors and staff, shall coordinate with UMMC's Office of Development in its fund-raising activities and development programs with individuals, corporations, foundations, governmental and other external organizations. However, no inference shall be taken from the foregoing sentence that Friends shall be controlled or subject to control by UMMC.

3.3 Friends, acting through its Board of Directors and staff, shall solicit funds and shall contribute funds and income from donations for the support of COM patients, their families, COM faculty and staff, and other community organizations working for the benefit of COM, and other children's programs including, but not limited to, support for
the purchase of COM equipment and supplies; for the construction, renovation and improvement of COM's physical facilities; for staff salaries; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities - all as Friends, in the sole discretion of its board, shall deem appropriate for Friends' support. When soliciting funds on behalf of COM, Friends agrees to accept only those gifts that are consistent with Friends' and COM's missions, goals and objectives, and shall manage all funds in a fiscally sound and prudent manner.

3.4 Friends shall abide by a gift acceptance policy jointly endorsed by UMMC and Friends, which describes the method by which Friends will keep UMMC informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds. The terms and conditions under which any portion of Friends' assets, or the income related thereto, may be used for the operations or other expenses of Friends shall be disclosed annually to the Vice Chancellor, in writing, at the same time as disclosure to UMMC of Friends' annual audited financial statements.

3.5 Friends in coordination and communication with the UMMC Office of Development shall receive, acknowledge and express appreciation for all contributions of donors made on behalf of Friends, and shall keep accurate and current records of all such contributions. Assets of Friends shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. UMMC and IHL shall have rights of inspection of Friends records, pursuant to Section 3.11 below.

3.6 Friends may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed five years.

3.7 Friends shall maintain its separate financial and accounting records, including thorough documentation of donor intent, in accordance with generally accepted accounting principles applicable for its industry. Friends must cause to be prepared annual financial statements of the condition of Friends, which shall include such detail as IHL may from time to time require. Friends must also engage a Certified Public Accounting (CPA) firm to perform annual audits of Friends' annual financial statements, and Friends shall submit the audited financial statements, along with a list of its officers, directors or trustees, to the Vice Chancellor, to the Chancellor of the University of Mississippi ("Chancellor"), and to IHL within three months following the completion of Friends' fiscal year. The CPA firm to be utilized by Friends must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the Vice Chancellor or his/her designee.
3.8 Friends shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time, and UMMC conflict of interest policies, and which addresses transactions with UMMC or Friends staff.

3.9 Either party shall immediately deposit into the appropriate UMMC or Friends account any funds which are sent to that party but which are clearly intended to be funds designated for the other party's account. Gifts made to UMMC for the benefit of UMMC shall not be managed by Friends.

3.10 Friends shall perform any and all other acts and activities on behalf of UMMC, as Friends deems appropriate, in carrying out the purposes and mission of Friends, so long as consistent with the governing documents of Friends and the mission of UMMC.

3.11 Friends shall, to the best of its knowledge, promptly notify the Chancellor, the Vice Chancellor and the IHL, in writing, if any of the following events (Reportable Events) occur:

1. Friends has materially breached any of its contractual obligations under the Agreement;
2. Friends 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. Friends 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 Friends 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 Friends;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on Friends or upon its status as a tax exempt organization; or
6. Friends has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of Friends, 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 Friends to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

3.12 If requested by UMMC, Friends shall provide any and all information and allow inspection of all records relating to the operation or management of Friends or any
funds contributed to, received by, expended by or managed by Friends - other than documents or information from which the identity of the donors can be derived. Information that contains information that reveals the identity of donors shall be produced, if requested by UMMC, in a form redacted to conceal the identity of donors. Such inspection, audit and review rights are also extended to the IHL and to persons selected by IHL, if IHL, acting upon its minutes, makes a finding that such inspection, audit and/or review is necessary to allow IHL to determine that Friends is appropriately complying with the Agreement and that funds intended to be used for the benefit of COM are appropriately maintained and expended. Upon IHL making such a finding, Friends will permit an audit, inspection or review of the financial and other records of Friends by persons selected by or approved by the IHL Board. Friends will allow those individuals selected by IHL to determine the appropriate scope of the investigation/review and the records to be examined. If IHL makes a finding that Friends must disclose information disclosing or containing the identities of donors to Friends due to IHL's concern that inappropriate activity may have occurred, Friends will produce that information promptly and without delay to IHL or those acting on its behalf. If IHL intends to consider any proposed finding that requires disclosure by Friends of information that reveals or discloses the identity of donors to Friends, Friends will be advised ten business days prior to final adoption of any finding by IHL that disclosure of such information is required. The decision as to whether Friends will be required to disclose information relating to the identity of its donors is wholly within the discretion of the Board of IHL. IHL will not unnecessarily disclose or disseminate any information relating to Friends, and in particular, any information related to or which reveals the identity of donors to Friends. However, final determination as to the appropriate extent of disclosure or the use of any such information is vested in the sole discretion of the IHL Board. Any decision to release any information that would identify any particular donor shall be made by or approved by the IHL Board. No individual IHL Board member or employee of IHL will release such information without authorization from the IHL Board as reflected on its minutes. Friends shall fully cooperate with all inquiries, inspections, audits, and reviews in a prompt manner.

3.13 Friends’ Executive Director is a direct report to the Friends’ Board of Directors. The Friends’ Board of Directors shall be solely responsible for the hiring, assessment, compensation and termination decisions related to the Friends’ Executive Director, and UMMC shall have no role in such process.

ARTICLE 4. COMPLIANCE

4.1 Friends shall comply with any and all federal and state laws and regulations.

ARTICLE 5. INSURANCE

5.1 Friends shall maintain General Liability insurance providing insurance
coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.

5.2 Friends shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property to insure against the loss of the real property and any improvements associated with the insured premises.

5.3 Friends shall provide for the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

5.4 Friends shall maintain Commercial Excess or Umbrella Coverage of $4,000,000 in additional coverage in excess or over and above the basic coverage set forth above.

5.5 Friends shall maintain Worker's Compensation insurance, if required to do so by applicable law, or such other insurance coverage as may be required by applicable law.

ARTICLE 6. REPORTING

6.1 Friends shall, each year during this Agreement, submit to the Chancellor, the Vice Chancellor, UMMC's Chief Financial Officer, and to the IHL its annual audited financial statements for the prior fiscal year as set forth in Section 3.6 of this Agreement. Such submission shall also include a list of Friends officers, directors or trustees. Friends shall submit an annual report providing a detailed list of any supplemental compensation which was provided to UMMC for the purpose of providing any additional compensation to administrators, faculty or other UMMC Employees, it being agreed that any such payments shall only be made through UMMC's payroll system and with Vice Chancellor approval. Understanding that no form of additional compensation may be underwritten for the Chancellor, the Vice Chancellor or for any IHL system office employee without IHL approval, Friends shall also provide documentation of approval from the IHL of any supplemental compensation provided to the Chancellor, the Vice Chancellor or provided to UMMC for purposes of supplementing the Chancellor's or the Vice Chancellor's salary. No form of additional compensation may be provided or paid by Friends, as to other UMMC employees, without the prior approval by the Vice Chancellor.

6.2 In order to facilitate transparency, Friends shall also maintain on its website, for public and UMMC inspection, a copy of this Agreement along with copies of the most recent annual audited financial statements, Form 990, By-laws, Charter, listing of the members of its Board of Directors, its conflict of interest policy and its investment policy.
6.3 Friends shall submit to the Chancellor, the Vice Chancellor, and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that Friends 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 Chancellor, to the Vice Chancellor and the IHL, as required above in Section 3.10. Friends shall re-affirm that, in the event they become aware of any such Reportable Events, Friends will immediately notify, in writing, the Chancellor and the Vice Chancellor.

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement shall expire on February 1, 2025, if not renewed by mutual consent of the parties before that date.

7.2 UMMC may terminate this Agreement without cause with thirty (30) days' written notice to Friends and with the prior approval of the IHL, acting upon its minutes.

7.3 If Friends fails to materially comply with the provisions of this Agreement or applicable policies of UMMC or IHL, or commits any other substantial breach of this Agreement, UMMC may notify Friends in writing of the non-compliance and if not cured in ninety (90) days or any longer time specified in writing by UMMC, UMMC may terminate this Agreement with prior approval by IHL. Friends may not terminate this Agreement without the prior approval of the Vice Chancellor and the IHL.

7.4 Upon termination and non-renewal of this Agreement, (1) except as otherwise provided in any separate, written license agreement between UMMC and Friends related to any Mark(s), Friends shall immediately cease to use and shall not assign or delegate the authority to use UMMC's or COM's name or registered Marks or logos to any person or entity without the written approval of the Vice Chancellor, and UMMC shall immediately cease to use and shall not assign or delegate any authority to use Friends' name, registered or unregistered marks, or logos to any person or entity without the written approval of Friends; (2) Friends shall will remit all unrestricted gift funds to UMMC for one or more public purposes exclusively for the use and benefit of UMMC or to another entity designated by the Vice Chancellor 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 UMMC; (3) Friends 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 COM or UMMC to UMMC or to such entity as designated in writing by the Vice Chancellor for the benefit of COM; (4) Friends 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 Vice Chancellor; and (5)
Friends shall work in concert with UMMC to provide UMMC or its designee with records, accounts, or other materials of Friends requested by the Vice Chancellor or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of confidential and trade secret information. Nothing in this Agreement shall imply that Friends is required to dissolve and/or wind up its affairs upon termination of this Agreement.

7.5 Friends agrees to immediately cease using UMMC’s name, the name "Blair E. Batson Hospital for Children", and all other UMMC owned names and Marks in the event that this Agreement is terminated, or if Friends dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code.

7.6 Friends agrees that its governing documents, including but not limited to, articles of incorporation, bylaws, or articles of organization, shall provide that, upon dissolution of Friends, all of its assets be transferred to UMMC for one or more public purposes exclusively for the use and benefit of UMMC or another entity identified by the Vice Chancellor and approved by the IHL or identified by the IHL 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 UMMC.

ARTICLE 8. MISCELLANEOUS PROVISIONS

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

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

8.3 Neither UMMC nor Friends shall have any liability for the obligations, acts, or omissions of the other party.

8.4 The parties agree that Friends is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

8.5 UMMC and Friends agree that Friends’ donor and giving records, trade secrets associated with donors or entity functions, and any other financial or commercial information possessed by Friends or provided by Friends to UMMC concerning individuals or corporations that provide Friends financial support are confidential and
proprietary. Except as otherwise provided in Section 3.11 above, unless required to
disclose such information by applicable law, UMMC and Friends agree not to disclose to
third parties and to keep confidential the giving records, giving history and financial or
commercial information of individuals and corporations that provide financial support to
Friends.

8.6 In the performance of this Agreement, Friends shall not deny employment
opportunities to any person on the basis of race, color, religion, ethnic group
identification, sex, age, physical or mental disability, medical condition, or veteran's
status. Friends agrees to comply with all non-discriminatory laws and policies that
UMMC promulgates and to which UMMC is subject.

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

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

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

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

8.11 Friends' obligations pursuant to this Agreement shall also extend, as
applicable, to any entity it owns or controls, with the exception of a special purpose entity
created for the sole and specific purpose of utilization as a financing vehicle for the
private financing of university auxiliary facilities by a private developer using the
alternate dual-phase design-build privately financed construction method, as specially
authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the
use/purpose of any such special purpose entity ever changes, the special purpose entity
would then be required to comply with any and all provisions of this Agreement.
ARTICLE 9. NOTICE

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

To UMMC:
University of Mississippi Medical Center
Attn: Office of General Counsel
2500 North State Street
Jackson, MS 39216-4505

To Friends:
Friends of Children’s Hospital
3900 Lakeland Drive, Suite 205
Flowood, MS 39232

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

IN WITNESS WHEREOF, UMMC and Friends, respectively, execute this Agreement on this the ____ day of January, 2020.

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

1. **Change of Status**

   **Mississippi University for Women**
   Marty Brock; *from* Interim Dean for College of Business and Professional Studies; salary $125,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Dean for College of Business and Professional Studies; salary $125,000 per annum, pro rata; E&G Funds; 12-month contract; effective December 1, 2019

   **University of Mississippi**
   Joseph Carter; *from* Interim Vice Chancellor of Intercollegiate Athletics; salary of $552,000 per annum, pro rata; Auxiliary Funds; *to* Vice Chancellor for Intercollegiate Athletics; salary of $725,000 per annum, pro rata; Auxiliary Funds; four-year contract; effective November 22, 2019

2. **Sabbatical**

   **Mississippi University for Women**
   Ian Childers; Associate Professor of Art; *from* salary of $49,500 per annum, pro rata; E&G Funds; *to* salary of $24,750 for sabbatical period; E&G Funds; effective August 17, 2020 to December 31, 2020; professional development

   Leslie Stratynier; Professor of English; *from* salary of $63,000 per annum, pro rata; E&G Funds; *to* salary of $31,500 for sabbatical period; E&G Funds; effective August 17, 2020 to December 31, 2020; professional development
1. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH ADVANCED ACCELERATOR APPLICATIONS USA, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Product Purchase Agreement with Advanced Accelerator Applications USA, Inc. to purchase NETSPOT and LUTATHERA, which are radiopharmaceutical drugs used in Nuclear Medicine and Positron Emission Tomography (PET) imaging in pediatric and adult patients.

**Contractor’s Legal Name:** Advanced Accelerator Applications USA, Inc. (AAA)

**History of Contract:** This is the first agreement with AAA. Currently, UMMC uses Indium 111 for diagnose patients using a Nuclear Medicine Camera. NETSPOT will replace Indium 111 and scans will be performed on the PET scanner. LUTATHERA is a new drug on the market and will be used for treatment of neuroendocrine tumors, including painful bone lesions, and for post treatment imaging. UMMC will be the first institution in the State to utilize these drugs for cancer treatment.

**Specific Type of Contract:** New Product Purchase Agreement

**Purpose:** The purpose of the agreement is to purchase NETSPOT and LUTATHERA, which are radiopharmaceutical drugs used in Nuclear Medicine and Positron Emission Tomography (PET) imaging in pediatric and adult patients. NETSPOT is used with the PET scanner for diagnostic purposes. LUTATHERA is used for treatment of neuroendocrine tumors, including painful bone lesions. Radiopharmaceuticals are used for various purposes such as the destruction of cancer cells or pain treatment. Diagnostically, radiopharmaceuticals produce enhanced radiologic images to allow providers to have more precise information leading to more accurate diagnoses.

**Scope of Work:** Under this agreement, UMMC will purchase NETSPOT and LUTATHERA radiopharmaceuticals from AAA. The products will be dispensed through a third party pharmacy.

**Term of Contract:** The term of the Agreement is three (3) years, from February 1, 2020, through January 31, 2023.

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

- immediately by the non-breaching party if the other party pays or accepts bribes or participates in other illegal inducements in business or government relationships;
- by UMMC upon ninety (90) days’ written notice to AAA;
- by AAA if UMMC uses a single dose of any product for more than one patient;
• by AAA if UMMC fails to pay an invoice for a period of ninety (90) days from the due date;
• by AAA if UMMC fails to meet its obligations under the agreement;
• by UMMC upon AAA’s failure to meet its performance obligations under the agreement and such failure continues for thirty (30) days after AAA’s receipt of a written notice of such failure; and
• immediately by the non-breaching party upon a breach of the confidentiality requirements in the agreement.

Contract Amount: The estimated cost of the Agreement is $35,350,000 over the three (3) year term. This total includes a six percent (6%) annual increase for patient volume and potential cost increases beginning in year two (2) of the agreement.

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

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

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

2. UMMC—REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH ABBOTT LABORATORIES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Structural Intervention Products Purchase Agreement with Abbott Laboratories, Inc. to purchase structural intervention heart products used in pediatric and adult cardiac catheterization laboratories.

Contractor’s Legal Name: Abbott Laboratories, Inc. (Abbott)

History of Contract: On January 19, 2017, the Board approved a two (2) year purchase agreement with St. Jude Medical St. Jude Medical S. C., Inc. (St. Jude) for $1,388,000. Also in 2017, St. Jude was acquired by Abbott. At the end of the two (2) year agreement, UMMC entered into a one (1) year agreement with Abbott for these products. Abbott was willing to enter into a one (1) year agreement at the existing pricing, but wanted to implement a price increase for a multi-year agreement. At the time, the anticipated total cost did not exceed $250,000; therefore, the agreement did not require the
Board’s approval. In 2019, Abbott gained the US Food and Drug Administration approval for closure of Patent Ductus Arteriosus in premature babies and sold these closure devices to UMMC without requiring a contract at the time. The addition of these new closure devices and the high rate of need for this surgery accounts for the increase in the estimated cost of the proposed agreement.

On November 15, 2018, the Board approved a separate agreement with Abbott for the purchase of structural products, such as tissue heart valves, rings, bands, and other cardiac surgery accessories. That agreement is unrelated to the proposed agreement.

**Specific Type of Contract:** New Structural Intervention Products Purchase Agreement

**Purpose:** The purpose of the agreement is to purchase structural intervention heart products used in pediatric and adult cardiac catheterization laboratories. The structural intervention heart products, or occluders, are used to fix a hole in a patient’s heart without open heart surgery. Some of the defects that may be corrected by these devices are Atrial Septal Defects, Patent Ductus Arteriosus, Ventricular Septal Defects, and Patent Foramen Ovale.

**Scope of Work:** Under this agreement, UMMC will purchase structural intervention heart products at discounted prices.

**Term of Contract:** The term of this agreement is two (2) years, beginning upon execution by both parties which is expected to be on or about January 24, 2020, through on or about January 23, 2022.

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

- by either party upon ninety (90) days’ written notice to the other party,
- by either party for a material breach by either party under the agreement upon thirty (30) days’ written notice of opportunity to cure by the non-breaching party,
- by UMMC, if the product is continuously unavailable for a period of thirty (30) days, and
- by UMMC, if the product is continuously unavailable for a period of thirty (30) days due to a force Majeure event.

**Contract Amount:** The total estimated cost over the two (2) year term is $1,625,000. This amount includes an annual fifteen percent (15%) increase for potential patient volume growth.

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

**Contractor Selection Process:** The structural intervention heart products qualify as clinical commodities under Miss Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-13.
Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Abbott Laboratories, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. **UMMC - REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH FIRST DATA MERCHANT SERVICES LLC AND WELLS FARGO BANK, N.A.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Payment Solutions Agreement with First Data Merchant Services LLC (First Data) and Wells Fargo Bank, N.A. (Wells Fargo) for credit card processing services for all of UMMC’s credit card transactions, including patient, student, and retail, whether transacted in person, online, via phone, or via mail. Processor services essentially check for errors to ensure the card data is in the correct format for credit card companies and card issuing banks to process payment.

**Contractor’s Legal Name:** First Data Merchant Services LLC and Wells Fargo Bank, N.A.

**History of Contract:** First Data currently provides processing services under an agreement with University Physicians, PLLC. In March 2017, UMMC publicly advertised Requests for Proposals (RFP) 1238 for Credit Card Processor and Gateway, allowing single or separate responses from processor vendors and gateway vendors. UMMC elected to contract with First Data as the chosen vendor for processor services and TCPP, LLC (d/b/a TrustCommerce) for gateway services.

In addition to this request, UMMC has submitted for consideration a separate agreement with TrustCommerce for gateway services, which will be provided in conjunction with the processor services provided by First Data.

**Specific Type of Contract:** This is a new Payment Solutions Agreement.

**Purpose:** The purpose of the agreement is to purchase credit card processing services for all of UMMC’s credit card transactions, including patient, student, and retail, whether transacted in person, online, via phone, or via mail. Processor services essentially check for errors to ensure the card data is in the correct format for credit card companies and card issuing banks to process payment.
Scope of Work: Under the agreement, First Data will:

- Provide full acquiring services for Visa, Mastercard, American Express, and Discover;
- Provide limited acquiring services, including data capture and authorization processing, for any other additional credit card or similar account;
- Provide acquiring services for debit card transactions in conjunction with a financial institution serving as the debit sponsor bank;
- Perform the acquiring services for all UMMC locations and via telephone, mail order, or internet-based transactions;
- Deposit credits to UMMC’s bank account for proceeds of transactions on a daily basis;
- Charge debits from UMMC’s bank account for amounts owed under the agreement, including fees, pass through expenses, credit card refunds or chargebacks;
- Provide UMMC with statements or electronic reporting reflecting all fees, settlement amounts, and other information related to the services;
- Provide an encryption key to be used to encrypt (make unreadable) card data during transport of the authorization request from UMMC’s point of sale terminals to First Data’s systems; and
- Provide UMMC with a web-based application interface and gateway for ecommerce payment transactions.

Under the Agreement, Wells Fargo will:
- Provide sponsorship and settlement for Visa and Mastercard payment transactions; and
- Serve as the debit sponsor bank.

Under the Agreement, UMMC will:
- Comply with applicable rules, requirements, and standards of the credit card networks;
- Be responsible for properly transmitting the transaction data under UMMC’s merchant identification numbers, preventing its employees, agents, and others from submitting invalid returns or refunds, retaining transaction records, and maintaining transaction fraud and chargeback rates below required thresholds;
- Only accept and submit eligible transactions;
- Provide First Data a copy of any sales draft(s) upon request;
- Comply with Payment Card Industry Data Security Standards (PCI DSS) throughout the term of the agreement.

Term of Contract: The term of the agreement is three (3) years, from February 1, 2020, through January 31, 2023.
Termination Options: Termination options include the following:

- By UMMC in the event Wells Fargo assigns the agreement to another entity and UMMC objects to such assignment;
- By UMMC in the event First Data assigns the sponsor bank’s interest or obligations under the agreement and UMMC objects to such assignment;
- By either party for any reason upon 180 days’ advance written notice to the other party;
- By UMMC in the event of a reduction or no funds available;
- By either party upon giving 30 days’ advance written notice if any party materially breaches the agreement and fails to remedy the breach within 30 days of receiving notice of it; and

- Immediately by either party, in its discretion, upon notice if the other party:
  - engages in fraud, misrepresentation, or intentional misconduct related to its performance under the agreement;
  - experiences excessive chargebacks, irregular, or fraudulent payment transactions (based on credit card network thresholds), or engages in business practices creating excessive risk for cardholders or First Data or UMMC;
  - experiences a material adverse change in its financial condition (including the failure to pay any of its debts or if the party’s accountants fail to deliver an unqualified audit opinion with respect to the party’s and its consolidated subsidiaries’ annual financial statements when requested by the other party);
  - fails to provide notice of a material change in the nature of its business;
  - fails to disclose the third parties or systems it uses in connection with the transaction information or payment data processed under the agreement;
  - fails to fund a reserve if required under the agreement;
  - experiences a security incident or fails to comply with PCI DSS or a material credit card network requirement;
  - materially changes its operations, products, services, or procedures for payments acceptance;
  - sells substantially all of its assets, undergoes a change in ownership or control, merges, or effects an assignment without obtaining the prior consent of the other party, unless otherwise allowed herein;
  - defaults under any other agreement it has with the other party or its affiliates; or

a credit card network, a governmental authority, or Wells Fargo instructs First Data to suspend its performance under or terminate this Agreement.

Contract Amount: The total estimated cost over the three (3) year term is $3,500,000. First Data’s fees are variable based on the type of transaction and pass-through fees charged by the credit card networks.

Funding Source for Contract: This agreement will be funded by the amounts collected in the credit card transaction, including patient, student, and retail transactions.
Contractor Selection Process: In September of 2016, the MS Department for Information Technology Services (ITS) approved UMMC’s request to perform a Request for Proposal (RFP) for Credit Card Processor and Gateway services. In March 2017, UMMC publicly advertised RFP 1238 for Credit Card Processor and Gateway, allowing single or separate responses from processor vendors and gateway vendors. UMMC received responses from six (6) process vendors: First Data, Paymentus Corporation, Experian Health, Bank of America Merchant Services, InstaMed Communications, and Hancock/Whitney Bank. InstaMed Communications was rejected because its processor services could not be separated from its gateway services, and the cost for both was prohibitive. Hancock/Whitney Bank was rejected because it failed to provide the required pricing. The remaining proposals were evaluated based upon cost and quality so that the best proposal would be selected.

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*Cost was compared based upon volume and transaction data provided to bidders as part of the RFP process.

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 Medical Center, First Data Merchant Services LLC and Wells Fargo Bank, N.A. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. UMMC - REQUEST FOR APPROVAL TO PARTICIPATE IN THE NEXT IHL MASTER LEASE-PURCHASE PROGRAM SERIES

Agenda Item Request: UMMC requests Board approval to participate in the next master lease purchase series through the State Institutions of Higher Learning’s (IHL’s) master lease program, pursuant to Miss. Code Ann. Section 37-101-413. UMMC has a need for the lease-purchase of up to $7,500,000 in equipment during fiscal year 2020. UMMC’s participation in the IHL’s master lease program through its issuer HilltopSecurities, Inc. would enable it to meet its current need for clinical equipment. The anticipated interest rate is approximately between two and one-half percent (2.5%) and three and one-half percent (3.5%) over a five (5) year lease-purchase term. In January 2019, the Board approved a purchase agreement for a linear accelerator from Elekta, Inc. for an equipment cost of $1,700,000 and, in addition, UMMC anticipates purchasing $5,700,000 of interventional radiology equipment from Siemens Medical Solutions, Inc. during fiscal year 2020. Therefore, UMMC asks that the Board grant permission for UMMC to participate in the
next IHL master lease purchase program series in order to lease-purchase equipment for an amount not to exceed $7,500,000.

**History of Contract:** The Legislature authorized the creation of an equipment leasing and purchasing program by the Board of Trustees in April 2007 under Miss. Code Ann. Section 37-101-413. Previous uses of the program includes purchase of three aircraft by Delta State University for $1.8 million in 2011. Additionally, institutions have participated in a similar program operated by the Department of Finance and Administration including MUW in 2013 for $750,000 for various equipment, JSU in 2014 for $1.2 million for transportation equipment, ASU in 2015 for $1 million for a lease-purchase of transportation equipment, JSU in 2015 for $500,000 for band equipment, and MVSU in 2016 for police vehicles and other transportation equipment.

**Specific Type of Contract:** Intermediate term lease

**Purpose:** To reimburse the purchase of a $1.7 million linear accelerator and $5.7 million in interventional radiology equipment during FY 2020.

**Scope of Work:** Funds to procure and reimburse for medical equipment

**Term of Contract:** 5 year lease-purchase term

**Contract Amount:** Authority to enter into lease agreements not to exceed $7.5 million.

**Funding Source for Contract:** Patient Revenues

**Board Staff Recommendation:** Miss. Code Ann. Section 37-101-413 allows the Board of Trustees to establish an equipment leasing and purchase program for the use of the state institutions of higher learning. Among the actions the Board may perform includes “entering into lease financing agreements in connection with purchases made under the authority of this section.”

Board staff has reviewed this item for compliance with Board Policy 713 – Institutional Financial Sustainability and recommends authorization not to materially exceed the amount of bonded debt amortized for FY 2020 in order to preserve adequate reserves. According to the FY 2019 audited financial statements, UMMC will amortize $7.34 million in long-term debt in FY 2020. The form of lease documents will be presented at a subsequent meeting. Legal review will be provided at that time. 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.

Board Policy §905(A), Real Estate Management

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

Board Policy §905(B), Real Estate Management

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

Board Policy §917, Naming of Buildings and Facilities

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

1. UM – Naming of the STEM Building as the “Jim and Thomas Duff Center for Science and Technology Innovation”

   Project Request: The University of Mississippi requests permission to name the soon to be constructed STEM Building as the “Jim and Thomas Duff Center for Science and Technology Innovation”.

   Purpose: With a steadfast allegiance to increasing job opportunities and boosting the economy, business leaders and brothers Thomas and Jim Duff of Hattiesburg, Mississippi, have committed $26 million to the construction of this state-of-the-art center. To honor the exceptional Mississippi businessmen interested in advancing education and STEM-related economic opportunities and providing an extraordinarily generous and transformational gift, the University of Mississippi requests approval to name the upcoming building the “Jim and Thomas Duff Center for Science and Technology Innovation”.

   Scope of Project: The demand for state-of-the art Science, Technology, Engineering & Mathematics (STEM) facilities on campus is ever growing. The University of Mississippi intends to construct a new 4-story STEM building in the Science District on campus to meet the STEM need. The building has currently been programmed at approximately 202,000 gross square feet. Due to the extreme size of this project, the University of Mississippi is proceeding with the completion of construction document production of the project in order to more accurately identify the anticipated construction cost.
The University of Mississippi is acting in accordance with Board Policy §917 Naming of Buildings and Facilities, that requires Board approval to be obtained prior to naming or re-naming any institutional building or facility.

Staff Recommendation: Board staff recommends approval of this item.

2. UM – IHL 207-460 – Historic Monument Relocation

Project Request: The University of Mississippi requests approval to relocate a historic monument to a more suitable location on the Oxford campus.

Project Professional: W. Mark Watson P.E.

Purpose: The University of Mississippi is seeking approval to relocate the historic Confederate Monument from the Circle to the University Cemetery. IHL Board of Trustees approval is required before the university can proceed with the relocation process.

Project Scope: The University of Mississippi is requesting to relocate the Confederate Monument from its current campus location, at the front of the Circle on University Avenue, to the University Cemetery, which is located on campus on Coliseum Loop. The specific plan and route of the relocation can be found at https://facilitiesplanning.olemiss.edu/wp-content/uploads/sites/54/2019/08/2019-171-Project-Manual.pdf

A monument to confederate soldiers has stood on campus since 1906. The Mississippi Military Memorial Protection Act prohibits the relocation, removal, or alteration of monuments that commemorate military figures, except in a limited circumstance applicable here. See Miss. Code. Ann. § 55-15-81. As a governing body, the IHL may authorize the relocation of the confederate statute to a “more suitable location” deemed “more appropriate to displaying the monument.” See § 55-15-81(2); Miss. Attorney General, Opinion Letter No. 2017-00275, 2017 WL 5558441, *2 (Miss. A.G. Oct. 2, 2017).

Before making this submission to the IHL, the university sought approval of its plan from the Mississippi Department of Archives and History. Under Mississippi law, the MDAH Board of Trustees must assess the appropriateness of any such plan, as noted in the board’s resolution on the university’s plan, “in the early stages of planning and before the letting of bids for public construction or improvement affecting Mississippi Landmarks.” The MDAH Board determined that the university’s “plans and specifications for the move comply with the Secretary of the Interior’s Standards for
Treatment of Historic Properties.” The MDAH Board unanimously approved the resolution on December 5, 2019. (See attached resolution)

The university’s plan proposes relocation to the University Cemetery because a cemetery is sacred ground that serves as the final resting place of the fallen. For that reason, cemeteries have long been deemed appropriate places for war memorials. The inscription on the Confederate Monument references those who are buried in University Cemetery, and the relocation of the monument immediately adjacent to the cemetery would place the monument in a broader and more proper historical context.

The university’s proposed approach also has precedents. Several cities across the South chose to relocate Confederate monuments to cemeteries in their respective regions. Those cities include Gainesville, Fla.; Lexington, Ky.; Louisville, Ky.; Orlando, Fla.; and St. Louis, Mo.

The cost of the monument relocation is anticipated to be approximately $650,000.

**Date of Original Construction of Monument:** 1906

**Date of Last Renovation of Monument:** 2017 (Repaired)

*Staff Recommendation: Board staff recommends approval of this item.*
RESOLUTION
BOARD OF TRUSTEES
MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY

WHEREAS, the Mississippi Department of Archives and History has received a request from the University of Mississippi for a permit to move the Confederate Monument located on the Circle on the campus of the University of Mississippi in Oxford, Mississippi, to another location on campus; and

WHEREAS, pursuant to §39-7-22 of the Mississippi Code, a permit from the Board of Trustees of the Mississippi Department of Archives and History is required in the early stages of planning and before the letting of bids for public construction or improvement affecting Mississippi Landmarks; and

WHEREAS, the Circle at the University of Mississippi, including the Confederate Monument, was designated a Mississippi Landmark by the MDAH Board of Trustees April 15, 2011; and

WHEREAS, the staff of MDAH has reviewed such permit request, determined that the plans and specifications for the move comply with the Secretary of the Interior’s Standards for Treatment of Historic Properties, and recommended to the Board of Trustees that a permit be granted for this action; and

WHEREAS, pursuant to §55-15-81 (2) of the Mississippi Code, the governing body of the entity which owns any of the items described in subsection (1) of such code section “may move the memorial to a more suitable location if it is determined that the location is appropriate to displaying the monument”;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Mississippi Department of Archives and History, assembled in Jackson, Mississippi, on December 6, 2019, that upon receipt of a request from the Mississippi Institutions of Higher Learning, the governing body referenced in §55-15-81 (2), MDAH will issue a permit for the relocation of the Confederate Monument to another site on the campus of the University of Mississippi.

Kane Ditto
President, MDAH Board of Trustees
1. **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. 55-40814-1 for The University of Mississippi Medical Center.
1. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT 7 TO THE MASTER SERVICES AND LICENSE AGREEMENT WITH 3M COMPANY**

The attached exhibit represents the approval of MS-ITS of Amendment 7 to the Master Services and License Agreement with 3M Company on behalf of the University of Mississippi Medical Center (UMMC). The purpose of Amendment 7 is to add administrative fees required by the reseller of the product, Insight, and add professional services for the upgrade on the 360 Encompass System. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Agreement and related amendment is between 3M Company and MS-ITS on behalf of UMMC.

See Exhibit 1.

2. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH APEX PRINT TECHNOLOGIES, LLC**

The attached exhibit represents the approval of MS-ITS of Amendment 1 to the Professional Services Agreement with Apex Print Technologies, LLC on behalf of the University of Mississippi Medical Center (UMMC). The purpose of Amendment 1 to the Professional Services Agreement with Apex is to increase the quantity of the patient statement printing and skip tracing services to include UMMC’s School of Dentistry. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Agreement and related amendment is between Apex Print Technologies, LLC and MS-ITS on behalf of UMMC.

See Exhibit 2.

3. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT 12 TO THE MASTER SERVICES AND LICENSE AGREEMENT WITH OPTUMINSIGHT, INC.**

The attached exhibit represents the approval of MS-ITS of Amendment 12 to the Master Services and License Agreement with OptumInsight, Inc. on behalf of the University of Mississippi Medical Center (UMMC). The purpose of Amendment 12 is to purchase the use of the EncoderPro licenses. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Agreement and related amendment is between OptumInsight, Inc. and MS-ITS on behalf of UMMC.

See Exhibit 3.
4. **UMMC—CORRECTION OF SCRIVENER’S ERROR IN THE AMENDMENT WITH ROCHE DIAGNOSTICS CORPORATION**

In accordance with Board Policy 707.01 Land, Property, and Service Contracts, on November 21, 2019, the Board approved UMMC’s request to amend its Master Agreement with Roche Diagnostics Corporation (Roche) to include sections on Information Security and Insurance, and to amend the section on Limitation of Liability/Indemnity. The amendment was labelled as the Second Amendment. However, the amendment is the Third Amendment to the Master Agreement. On January 2015, the Board approved the first Amendment to the Master Agreement to add UMMC Grenada to the list of covered facilities. On April 21, 2016, the Board approved Amendment 2 to UMMC’s Master Agreement with Roche to remove the University Pavilion Lab from the list of covered facilities. UMMC has corrected the scrivener’s error in the heading and first paragraph to accurately refer to the document as the Third Amendment.

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

The attached exhibit represents the approval of MS-ITS of Change Order 4 to the Master Services Agreement with Sierra-Cedar, Inc. on behalf of the University of Mississippi Medical Center (UMMC). The purpose of Change Order 4 is to extend the go-live dates on the Human Capital Management, Payroll and Supply Chain modules, and extend the hours for the Workday Senior Inventory Consultant. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Agreement and related Change Order is between Sierra-Cedar, Inc. and MS-ITS on behalf of UMMC.

See Exhibit 4.
Blakeney,

The above-mentioned contract is ready for signature by UMMC. Please print, sign, and return agreement to me at this email.

Thank you,
Cindy

Cindy Gosa
Technology Consultant
MS Department of Information Technology Services
601-432-8133 | www.its.ms.gov
PROJECT NUMBER 44739
AMENDMENT # 7 TO
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
3M COMPANY
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39942)

This document (hereinafter referred to as "Amendment Number 7") shall serve to amend the original Master Software License and Services Agreement executed on September 28, 2012 and amended on December 20, 2013, December 18, 2014, April 28, 2015, July 8, 2015, March 22, 2016, and November 28, 2017 (hereinafter referred to as "Master Agreement"), between 3M Company, a Delaware corporation having its principal place of business at 575 West Murray Boulevard, Murray, Utah 84123 (hereinafter referred to as "3M"), 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" and/or "UMMC"). ITS and Client are sometimes collectively referred to herein as "State".

WHEREAS, Client desires to renew certain annuity software products and renew software support for their perpetual software products and 3M agrees to provide same pursuant to the terms of the Master Agreement and this Amendment Number 7;

WHEREAS, Insight Direct USA, Inc. ("Insight") is a Supplier of the Group Purchase Order ("GPO") and has an executed IT Value Added Reseller Product and Services Agreement with Vizient Supply, LLC.

WHEREAS, Amendment Number 6 was executed without the inclusion of Insight Administrative Fees;

NOW THEREFORE, ITS, Client, and 3M, by entering into this Amendment Number 7, mutually agree that the following provisions shall modify the aforementioned Agreement:

1) Under this Agreement, 3M Health Information Systems, Inc. has always been the sole entity performing all obligations hereunder. As such, this Agreement, and all rights and obligations, past and present, are assigned to 3M Health Information Systems, Inc., with offices located at 575 West Murray Blvd., Murray, UT 84123. Client shall look exclusively to 3M Health Information Systems, Inc for performance under this Agreement. All references in the Agreement to "3M" shall mean and refer to 3M Health Information Systems, Inc.

2) Insight is allowed up to a 4% price increase per year, per the Amendment to the IT Value Added Reseller Product and Services Agreement executed November 22, 2016 and effective January 1, 2017. Pursuant to 8.2.2, 3M will invoice Insight; however, it is understood by all parties that 3M is not responsible for invoicing Insight's administrative fee, nor the payment of this 4% price increase per year.
3) Section 7 shall be and hereby be amended so as to strike "Ms. Julie Smith, Chief Operating Officer" and replace with "Ms. Ellen Swoger, Chief Information Officer, Applications."

4) Section 8.2.3 “General Terms and Conditions” shall be and hereby be amended so as to add the following: “It is understood by the parties that payment for the Insight Administrative Fees shall be made as specified in the attached Exhibit E-2, and payment for additional services for training and implementation of new modules shall be made as specified in the attached Exhibit F. It is expressly understood and agreed that in no event will the total compensation for the Additional Fees in Exhibit F (Schedule 2-1) to be paid pursuant to this Amendment Number 7 exceed the specified sum of $148,941.42 for all Software Services, travel, performances and expenses under this Amendment Number 7, unless otherwise agreed to by the parties in a written amendment to the Master Agreement. The new total not to exceed amount under the Master Agreement is $6,520,395.87. This sum may not include any additional fees or upcharges that may be charged by Insight.

5) Exhibit E-1 in the Agreement shall be and hereby is deleted and replaced by the new Exhibit E-2, which is attached to this Amendment Number 7 and incorporated herein by reference. All references in the Agreement to “Exhibit E” shall be and hereby are revised to be "Exhibit E, and Exhibit E-2."

6) It is understood by the parties that the new Exhibit F, “Schedule 2-1” which is attached to and incorporated in this Amendment Number 7 shall be and hereby is deemed attached to the Agreement.
All other terms and conditions of the Agreement executed on September 28, 2012 and amended on December 20, 2013, December 18, 2014, April 28, 2015, July 8, 2015, March 22, 2016, and November 28, 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: __________________________
   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: __________________________

3M Company

By: __________________________
   Authorized Signature

Printed Name: John C. Mathis

Title: VP Operations

Date: 9-17-19
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**NOTES:**

The 3M fees set forth in the summary table above include a 3% maximum price increase per year allowed by contract, if applicable.

The Insight Administrative fee set forth in the summary table above includes a 3% price increase per year. Insight is allowed up to a 4% price increase per year per their Amendment to the IT Value Added Reseller Product and Services Agreement with Vizient Supply, LLC executed on November 22, 2016. It is understood by all parties that 3M is not responsible for invoicing of the Administrative Fee nor the payment of this 4% price increase per year.

The parties acknowledge and agree that during the Term of this Agreement the Client may elect to add additional Software and Services to this Agreement. Any such additional Software and Services shall be by amendment to this Agreement and the above Not-to-Exceed Total shall be adjusted accordingly.
Annuity Software Schedules 1-1 and 1-2 as well as Perpetual Software Support Schedule 3-1 are set forth on the following pages.

*Fees for Annuity Schedule 1-2 are based on the actual volume of records sent through the Software. Should Client send additional records above the estimated record volume, fees may be different for Annuity Schedule 1-2. Such additional volume may be memorialized by way of a mutually executed amendment to the Master Agreement, and the above Not-To-Exceed Total will be adjusted accordingly.
## EXHIBIT F

### SCHEDULE 2-1

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**SITE SUBTOTAL:**

- **TOTAL:** $32,225.00

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**FEE SUMMARY:**

- **FIRST YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES:** $0.00
- **TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:** $55,503.00
- **TOTAL CONSULTING SERVICES FEES:** $0.00

**TOTAL THIS AMENDMENT:** $55,503.00

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**THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE OF THIS AMENDMENT OR DECEMBER 31, 2019, WHICHEVER OCCURS FIRST, UNLESS THIS AMENDMENT IS FULLY EXECUTED PRIOR TO.**

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

**Deletion = ** **Underlined Text = Addition** I&T = Implementation and Training  PI = Phone Installed  CI = Client Installed
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Exhibit 1

Amendment Summary

This Amendment includes the 3M HIS professional services required to assist University of MS Medical Center to migrate their existing 3M 360 Encompass System environment within the same data center. This Amendment does not include any system implementation, licenses, consultation, training, etc. which would be contracted separately as part of the typical licensing process.

Project Scope Summary

This project is necessary to address the published Microsoft product lifecycle end date for Microsoft Windows Server 2008 R2 and Microsoft SQL Server 2008 R2. The intent of this project is to migrate the existing deployment to new virtual server deployments which are on current operating systems. After the migration of each deployment, the current virtual servers and hosts will be able to be repurposed/decommissioned as determined by University of MS Medical Center IT. The driving factors for this action include to ensure ongoing support from Microsoft and 3M in key areas including security and to implement modern technologies which should help with data center and operational excellence.

In total, this project will require the migration of one existing 360 Encompass Deployment that includes the University of MS Medical Center facilities currently configured for the Enterprise Epic Admit/eMR/Billing System.

This project will involve the move of the non-Production (Test) and the Production environments. This project will commence with a migration of the non-Production (Test) environment. The Test system will be reconnected to inbound and outbound integrations and interfaces for full cycle testing purposes as well as Citrix Workstation/VM/etc. deployments to determine configuration changes. Next, Production backups will be copied to the replacement Production servers, which 3M calls the ‘Proof of Concept’ migration to time and properly sequence tasks. Last, the Go Live will move the data from the ‘Proof of Concept’ migration and will overwrite the data from the ‘Proof of Concept’ migration. Due to system size and complexity, Production and Non-Production migrations must occur on separate dates.

The project includes project support for both Test and Production cutovers include professional services from the following 3M resource groups: Project Management, Interface Analyst, Product Specialists, and Technical Services.

Non-Production migrations are performed during normal business hours (Mon-Fri 8a-5p Eastern). The Production environment will be migrated either during normal business hours, or during weekday, non-business hours (Mon-Thu 5p-8a Eastern).

New/updated hardware for the destination system will include the anticipated, jointly agreed, planned capacity for these systems and current third-party licenses for each server (Windows, SQL, etc.). 3M has provided notional estimates for this planned future growth for the purposes of this work.

This project is expected occur in phases over a 1-2 month period. Project resources can be assigned within 14 days of the Amendment being executed. Project resources may be adjusted during the project duration to meet the project schedule and needs of specific phases. All work is intended to be completed prior to the scheduled Go Live plus 10 business days. These dates are assumed for purposes of professional services, planning, and to meet the goals to mitigate the older technologies prior to the Microsoft published end of life dates.
Project Assumptions

The following assumptions were made in conjunction with this project and this Amendment. If any of these assumptions are incorrect, please contact 3M HIS for additional discussions to make appropriate revisions to the Amendment.

The existing University of MS Medical Center regional 360 Encompass System facilities being migrated to the new configuration include:

- The University of MS Medical Center
- The University of MS Hospital – Holmes County
- Grenada

The project will include migration of all existing deployments associated with the regional deployment in scope, including all the facilities associated with the regional install site deployment.

- There is no provision for changing the build or adding new facilities (i.e. no new builds, no new facilities) in this Amendment.
- This project will migrate the existing regional deployments as-is (each deployment will retain the same facility: deployment configuration).
- The project does not include any facility or deployment reconfiguration or consolidation, with the exception of reconfiguration required for the purposes of the infrastructure and operating system/SQL server version changes (server names, IP addresses, interface feed destinations, certificates, service names, etc.).

- The project includes the setup of the Production and Test instances onto the new solution hardware.
- Downtime will be required for each Production cut-over/Go Live event. Each Production cut-over/Go Live event will affect all hospitals for the duration of the event. Durations of downtime for the Production systems will be determined by measurements and validations made in the non-Production (Test) systems. Downtime and Go Live events will be planned in advance, together with University of MS Medical Center IT resources. Goals for the Production cut-over events are to complete within 6 hours of downtime, an 8 hour outer limit to account for contingencies has been defined. This goal will be highly dependent on the backup/recovery/data move approaches used by the client IT team.
- Cut-over dates will be scheduled mutually as part of the project management kick-off discussions based on the dependency on the availability of the destination hardware to be provided by University of MS Medical Center IT.
- 3M will be providing a Project Manager for the duration of this project who will be responsible to schedule and coordinate the other 3M resources that will be available for this project. For each deployment, it is envisioned that 3M Technical Services, Implementation Consultants, Implementation Analysts, and Integration teams will be required to provide expertise, direction, and assist with testing, validation and remediation activities.
- For each Production cut-over event, University of MS Medical Center IT will provide first-call support. This is primarily to allow University of MS Medical Center IT to triage issues to determine if they are application or infrastructure related.
  - 3M resource will provide coverage and support to the University of MS Medical Center IT and University of MS Medical Center teams for the Go Live event, and for the 3 business days that immediately follow.
10 days after each Production deployment Go Live event, 3M support functions will be transitioned back to normal 3M client care methodologies.

**Project Scope Responsibilities:**

**For the technical build**

- **New/Upgraded equipment for the new infrastructure will be purchased and provisioned by University of MS Medical Center to meet the 3M provided specifications. University of MS Medical Center IT will be providing all the hardware and third-party licenses for the project.**

- Any existing equipment from the existing deployment can be repurposed by University of MS Medical Center 96 hours post the Go Live events. For cutover purposes, source and destination equipment are required to both be operational.

- **University of MS Medical Center/University of MS Medical Center IT will provide equivalent data center services to the new environments that exist for the current deployments to allow the productive use of the software (e.g., VPN, Citrix/VDI, AD/DNS, Certificate Services, LAN/SAN, Backup/Recovery, Interface (HL-7/Interface engine), etc.).**

- A distinct, separate testing location is required for the Test migration if a non-Production Citrix/VDI/etc. deployment infrastructure is not available.

- University of MS Medical Center/University of MS Medical Center IT will be providing all the build services for the Operating Systems and SQL server instances per the 3M hardware and software specifications and 3M provided documentation. All servers/images will be built from scratch (no P2V or other cloning methodology will be used). University of MS Medical Center IT will provision the operating system components, networking, storage, and security components of the solution. This includes Active Directory, and Server certificates (SSL) as required. All servers will be built in a single data center with core switch connectivity.

- University of MS Medical Center/University of MS Medical Center IT will provide appropriate licensing for third-party software including Microsoft Windows Server, Microsoft SQL Server, any data center or security software, etc. appropriate to their data center requirements.

- University of MS Medical Center/University of MS Medical Center IT will need to provide and install SSL certificates for the new servers. It is strongly recommended that multi-year certificates are used to avoid downtime that often occurs with single year certificates.

- **3M Technical Services will review each deployment against the 3M deployment specification and 3M documentation to ensure that each environment has the prerequisite configuration and requirements for the 3M solution(s) for that specific deployment. 3M will provide a written report to University of MS Medical Center/University of MS Medical Center IT that outlines any areas that need to be remediated. University of MS Medical Center/University of MS Medical Center IT will remediate the outstanding items and 3M will confirm that the items are remediated. 3M will then confirm that the deployment is ready for software build. These reviews will include both Test and Production deployments.**

- **3M Technical Services will build the 3M solutions onto both the new Test and Production deployment equipment. This step is necessary both for validation/testing purposes as well as to stage the environment ready for the migration at a later date.**

**Testing and Validation (Prior and post cutover, non-Production and Production)**

- **3M will provide application specific knowledge of what areas testing should focus on related to infrastructure changes which will include interfaces/integrations, user experience, and data integrity.**

- University of MS Medical Center IT/University of MS Medical Center will need to provide the resources necessary to perform the testing/validations for the solutions, integrations and interfaces. This is typically super users and interface resources to validate that functions are occurring correctly.
Exhibit 1

- University of MS Medical Center IT will capture performance benchmarks from the existing (incumbent) system that will be compared post cutover to the new environment to ensure the new infrastructure is performing as designed (at, or better performance).

Cutover (non-Production)/Go-Live (Production)
- University of MS Medical Center/University of MS Medical Center IT is responsible for business continuity planning and operations prior, during, and after, the downtime event. University of MS Medical Center will also be responsible for notification to users and business owners of the outage schedule and to coordinate project updates and appropriate messaging to the University of MS Medical Center users and business stakeholders. Each cut-over event will be at the Deployment level and will impact all facilities and their users during the down time/cut-over duration.
- University of MS Medical Center/University of MS Medical Center IT will provide the following teams to support the project during the project term, and for the Production Go Live as required:
  - Server, Windows, Storage, Backup/Restoration, Microsoft SQL Server, eMR, networking, firewall/proxy server, certificate services, and Citrix/terminal services/VDI administrators.
  - 3M is NOT providing specific expertise in these areas as these are the being provided by University of MS Medical Center/University of MS Medical Center IT (3M is providing only 3M specific solution knowledge and the requirements for the 3M solutions and how they are configured and interact with the operating systems and services).
- University of MS Medical Center IT/University of MS Medical Center IT and HIM teams assign team members to support the project during the project term, and for the Production Go Live as required.
  - University of MS Medical Center/University of MS Medical Center IT and HIM teams assign team members who will participate in project meetings, Go Live events, and post-go live reviews.
  - University of MS Medical Center/University of MS Medical Center IT and HIM application owners will be required for testing, validation, and sign-off.
  - University of MS Medical Center/University of MS Medical Center IT will need to provide University of MS Medical Center IT DBA and Backup team support to perform the backup in the existing locations as well as the restoration to the new target.
    - 3M will provide input and guidance, application specific knowledge, and specify the technical configuration needed to utilize these restored backups to configure the new location into a system for University of MS Medical Center/University of MS Medical Center IT validation.
  - University of MS Medical Center/University of MS Medical Center IT will perform the backup and restores of the server databases and configurations based on the application needs as described by 3M Technical Services assigned team members and 3M product documentation. This work will coincide with the cut-overs and will be integral to the Go Live teams. Other University of MS Medical Center/University of MS Medical Center IT team members may be required to support the cut-over events and on-call representatives must be available in an on-call capacity.
    - 3M will validate that the backups are completed and will then reconfigure the new deployment to use the backups from the old environment.
  - University of MS Medical Center/University of MS Medical Center IT will need to reconfigure Citrix/VDI servers including updating as necessary to a current operating system as part of the cutover to allow the users to correctly access the new servers/systems.
    - 3M will provide technical instruction on the necessary changes prior to the Go Live Production event, and this will be validated with the non-Production cut-overs prior to Go Live.
  - University of MS Medical Center/University of MS Medical Center IT HIM staff will validate the correct functioning and operations post each technical migration to the new hardware configuration. University of MS Medical Center/University of MS Medical Center IT HIM staff will be required to perform this work during the off-hours designated by the University of MS Medical Center team for the cutover and will sign-off that the system is operating correctly prior to end-users being allowed to enter the system.
  - University of MS Medical Center/University of MS Medical Center IT HIM/IT staff will take first responder calls post the cut-overs and will relay any tickets to the 3M team related to
3M solutions. This is intended to rule out University of MS Medical Center/University of MS Medical Center IT/HIM based issues before involving 3M resources and to allow the 3M team to focus on the priority issues to support the University of MS Medical Center/University of MS Medical Center IT team.

- 3M will remediate application solution issues related to the new transition University of MS Medical Center/University of MS Medical Center IT is responsible to configure the backup for the new system(s) and to execute a full back up immediately post the University of MS Medical Center HIM validation. University of MS Medical Center/University of MS Medical Center IT is then responsible for creating a backup schedule for nightly backups, and monitoring/trending and validating the backup processes to ensure reliable recovery is possible.
- 3M will verify that a complete backup of the new environment was successful by jointly examining logs and files with University of MS Medical Center/University of MS Medical Center IT staff. This goal is to ensure knowledge transfer but does not remove the responsibility from University of MS Medical Center/University of MS Medical Center IT for backup/recovery testing and ongoing management.
- 3M will contractually migrate licenses for 3M solutions that 3M provided for the existing deployments to the new deployment equipment as part of the cutover process (no additional 3M solution licenses or associated costs are anticipated).
- 3M will remove licenses from the old environment no more than 30 days post cut-over as determined by the joint team.
- University of MS Medical Center/University of MS Medical Center IT will be responsible to migrate any third-party licenses from the existing equipment to the equipment as part of the cutover process (no additional third-party licenses are anticipated, but any which may be required outside of 3M knowledge are the responsibility of University of MS Medical Center/University of MS Medical Center IT to migrate or provide).

Detailed Project Scope

This project includes the 3M professional services resources necessary to assist University of MS Medical Center IT to migrate the existing deployment of the 3M Encompass System to replacement infrastructure.

This project will involve the move of the non-Production (Test) environment and the Production environment. This project will commence with a migration of the non-Production (Test) environment. The Test system will be reconnected to inbound and outbound integrations and interfaces for full cycle testing purposes as well as Citrix/Workstation/VMIetric deployments to determine configuration changes. Next, Production backups will be copied to the replacement Production servers, which 3M calls the ‘Proof of Concept’ migration to time and property sequence tasks. Last, the Go Live will move the data from the ‘Proof of Concept’ migration and will overwrite the data from the ‘Proof of Concept’ migration. Due to system size and complexity, Production and Non-Production migrations must occur on separate dates.

Any variation of this traditional change risk management process will require sign-off by University of MS Medical Center/University of MS Medical Center IT.

The following represents an overview of the project services to be provided by resource type:

Project Management (PM) thru 2 weeks after the Production deployment Go Live

1. This project includes weekly project management from start of the engagement thru two weeks after the final deployment activation on the new infrastructure.

2. 3M project management will be included to coordinate the overlapping activities and to mutually schedule Go Live events to ensure necessary resources are available. 3M project management also schedules and coordinates 3M resources required to complete this project.
3. If the complete project activities result in a timeline that requires 3M resources beyond the agreed-upon Go Live Date + 14 days, then 3M will invoice University of MS Medical Center IT $1600 per week until two weeks after the final Production system is migrated.
   a. This two-week additional period is to account for any post-Go Live transitional support, coordination, and project closure activities.
   b. The reduced rate assumes that the majority of work has been completed, so project management and resource coordination activities should be reduced.

4. It is 3M's goal to complete this project on time, but it is recognized that there are many factors influencing the timeline and that migrating to a new infrastructure is a complex task, and often dates may be extended. This structure is intended to allow flexibility for the project to continue to meet the management goals, but also to ensure that an appropriate fee structure exists for the potential contingency.

Technical Assessment (Technical Engineer, TE)

1. The TE will complete a technical assessment of each environment (1 Production and 1 associated non-Production (Test) deployment) on the replacement server equipment. The technical assessment is a quality control evaluation to ensure that the systems are deployed per 3M specifications and are ready to host the workloads on the new equipment.

2. The 3M TE will provide a written report of the assessment findings and provide assistance to the University of MS Medical Center/University of MS Medical Center IT team to remediate any deficiencies prior to the technical build. This ensures that the technical and solution prerequisites are met.

Technical Build (Technical Engineer, TE)

1. 3M Technical Engineers will build the solution on the University of MS Medical Center IT-provided Production and Test destination hardware.

2. Each technical build includes running installers, copy control files for CRS and other configurations to the destination environment.

3. The TE will copy appropriate configuration data from the existing Production and Test deployments to the destination equipment.

4. The 3M TE will work with the University of MS Medical Center/University of MS Medical Center IT teams to either backup/restore or copy the existing databases from each source system to the destination system(s) at the appropriate time.
   a. All Production and Test databases will be migrated including HIPAA databases.

5. After the databases have been migrated, the 3M TE will reconfigure the destination system databases and services to their new roles (Production or Test).

6. The TE will disable the source system by taking databases offline and disabling all windows services.

7. The TE will support the validation process and resolve any issues that are configuration or related to the technical migration and 360 Encompass client-side deployment.

8. To aid in the transition, the 3M TE will review the servers post each Go Live event for 5 business days, once per day.
   a. In the event of any issues, the 3M TE will work with the appropriate University of MS Medical Center/University of MS Medical Center IT team resources to provide counsel on remediation approaches.
b. While the 3M TE will review the servers on a daily basis, University of MS Medical Center will remain responsible for monitoring the servers on a continual basis.

Interface Migration (Interface Analyst, IA)

1. The IA will manage the Intersystems HealthShare licenses (provided by 3M).
2. Includes providing overlapping non-Production transitional licenses as needed to achieve project goals.
3. Including copying Production license files for Intersystems HealthShare from each source 3M Interface Server to the destination 3M Interface Server for each of the deployments in scope.
4. Once the licenses are installed, the IA will check configuration of new HealthShare interface server.
5. The 3M IA will work with the University of MS Medical Center Integration team for each environment to assist with reporting and validation that all interfaces are being received in the destination environment. This work will be performed in non-Production (Test), and then repeated in Production for each cut-over event. Interfaces will not be connected to the replacement Production hardware during the 'Proof of Concept' migration.
6. The 3M IA will provide transition related validations only.
7. Once the cutover is complete, the University of MS Medical Center/University of MS Medical Center IT/Application team are responsible to ensure that all interface traffic is correctly processing to the new deployment deployments.
8. To aid in the transition, the 3M IA will review the interfaces post each Go Live event for 5 business days, once per day.
   a. In the event of any issues, the 3M IA will work with the appropriate University of MS Medical Center/University of MS Medical Center IT and Integration team resources to provide council on remediation approaches.
   b. While the 3M IA will review the interfaces on a daily basis, University of MS Medical Center will remain responsible for monitoring the interfaces on a continual basis.
9. No new or additional interfaces are included in this scope.
10. This is a migration and associated issue mitigation engagement only.

Validation (IA, IC, PM, TE, Client HIM and IT teams)

1. 3M PM will schedule and manage calls to introduce new environment, discuss application deployment, and discuss test and validation process.
2. 3M TE will assist client with testing application deployment of client and WinAppLink.
3. 3M PM will coordinate 3M IA, IC and client resources to discuss Client Validation Scripts with client and review client provided testing plan for gaps. Assist client with their validation testing and sign-off.
4. 3M PM will receive client sign-off for validation and assist with first Production use in the new deployment environment.

Go live (IA, IC, PM, TE, Client HIM and IT teams) for each non-Production and Production deployment for each deployment in scope.
Note: This is a representation only for level of effort and University of MS Medical Center review. Actual Go Live cutover plan will be mutually developed as part of the project and will be tailored to the methods and approached specific to University of MS Medical Center and the University of MS Medical Center systems.

- Client stops upstream interface feeds to HealthShare.
- TE stops IIS services or Web and Report servers.
- Interface Analyst monitors HealthShare interface and makes sure all messages are processed. Then stops all interfaces.
- Client DBA/IT performs full backup of all Production 360 SQL databases with TE assistance.
- 3M will instruct clients how to make required changes to deploy the solution via Citrix/VDI/etc. (e.g., publishing, user rights, allocations, installing the report fix, configuring WinAppLink, etc.).
- Copy all SQL backup files onto new SQL server using pull process.
- Restore all SQL databases to new SQL server.
- Disable all old databases and services on old server equipment.
- TE to reconfigure services and databases on destination system.
- TE to modify 360 system pointers to reflect their new locations.
- Validate new system using code update validation process.
- Run interface report to validate most recent transactions.
- IC performs validations, same as code update.
- Client validates complete workflow, same as code update.
- Interface Analyst checks new interface server.
- Turn on inbound and outbound HealthShare feeds as well as NLP feeds.
- Release system to end user population.
- IC and IA monitor feeds to ensure all inbound and outbound interfaces are processing.
- Provide standby support.
- 3M PM will work with University of MS Medical Center/University of MS Medical Center IT and HIM teams to manage a joint pre-and post Go Live issue list including issue prioritization for each deployment.
- 3M PM will coordinate a post Go Live review for each deployment Go Live event to jointly identify lessons learned and to incorporate these lessons into remaining Go Live activities.
- 3M PM will coordinate 3M project resources to assist with the remediation of identified problems as part of the client testing/validation cycle.
- 3M PM will ensure that all significant issues directly related to the project activities are closed. At the end of the project management scope (two weeks post Production Go-live for each deployment), 3M PM will schedule and will coordinate a hand-off call to 3M support for each completed project deployment and any remaining issues will be transitioned to 3M support for that deployment. All 3M Project management activities will be wrapped up no later than 2 weeks post the final deployment Production Go Live event.

Additional/Optional Fees
On-Site Resources

This Amendment does not include project specific on-site resources and it is assumed that all work will be remote. University of MS Medical Center/University of MS Medical Center IT must provide remote access electronically to the 3M teams to perform their work. 3M recommends our secure access methodologies, but any approved University of MS Medical Center/University of MS Medical Center IT mechanism that meets HIPAA/HITech requirements may be used, if agreed upon in advance.

Any request for on-site resources must be made to the assigned 3M project manager at least two weeks prior to the event and are subject to 3M staff availability. On-site resources are provided at a fee. Time and Materials rates per resource type will apply based on when on-site resources are required (weekday, weekend, and holiday) and will begin when travel begins and end with arrival at home.

If overlapping teams for 24/7 coverage are requested, this will increase the number of 3M staff that will be required. In the event that on-site resources are requested and provided by 3M, University of MS Medical Center must provide a place to work for the 3M staff, access to the appropriate resources and servers, and internet access.

Travel and meal expenses associated with on-site work, will be billed based on actual expenses per our master agreement.

After hours work assumptions, holidays and associated fees.

Non-Production cutover work will be accomplished during normal work hours (Mon-Fri 8a-5p Eastern). Production Go Live can be scheduled during weekday business and non-business hours (Mon-Thurs 5p-8a Eastern). Weekend (Fri 5p – Mon 8a Eastern) and holiday Go Lives are not included and will incur a surcharge of 300% for the resources required for that period at 3M standard time and materials rate, and is subject to two weeks advance notice, scheduling, and 3M staff availability.

Delay in the project timeline – Project management extension.

If the complete project activities result in a time frame that requires 3M resources beyond two months from the first joint kick off meeting, $1600 per week until two weeks after the final Production system is migrated will be billed to the client. This two-week additional period is to account for any post Go Live transitional support, coordination, and project closure activities. The reduced rate assumes that the majority of work has been completed, so project management and resource coordination activities should be reduced.

Go-Live Scheduling and rescheduling

Go-Live scheduling/rescheduling events must be requested in writing by University of MS Medical Center to the 3M assigned project manager. 3M will allow one rescheduling of a Production Go Live during the project without fee provided that 2-weeks advance notice is provided. Any rescheduling of Production Go Live dates beyond the one provided or requested by University of MS Medical Center with less than two weeks’ notice may result in a rescheduling fee of $2000 to account for the productive resources lost by the 3M assigned project team. In the event that 3M resources or 3M prerequisite work is not ready for Go Live within one week of the Go Live any rescheduling fee will be waived for the impacted scheduled event.

Scope Changes / Substitutions

This Amendment is written as a fixed fee engagement and includes significant discounts from our standard rates. In the event of any significant scope changes, 3M reserves the right to amend the scope and fees where appropriate. Substitutions (deployments, facilities, systems) cannot be accommodated within this Amendment due to the discounts offered given the repetitive nature of this Amendment pricing.
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
3M COMPANY
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

THIS MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT (the "Agreement") is entered into as of the date this Agreement is signed by all parties (the "Effective Date"), between 3M Company, a Delaware corporation, together with its subsidiaries and affiliates (hereinafter collectively referred to as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123, 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".

State contracts for and 3M agrees to furnish the Software and related services described in this Agreement under the terms and conditions of this Agreement and the applicable attached Appendices.

1. The parties agree that continuance of this Agreement is based on availability of funds. Should there be no funds available for any succeeding funding period, this Agreement will be terminated as of the end of the funding period with no further obligation on the part of either party. Therefore this Agreement is cancelable with sixty (60) days of notice to 3M at the end of any fiscal period in the event funds are not appropriated by the funding authority. In the event of any reduction of available funds, this Agreement shall be funded as priority.

2. This Agreement consists of the following; this Signature Page, General Terms and Conditions, Exhibit A, B, C, and D, and the applicable Appendices and Software Schedules.

3. Client acknowledges and agrees the warranty disclaimer and the limitation of liability provisions set forth in this Agreement reflect an informed, voluntary allocation of risk between the parties, and constitute essential elements of the bargain between them. 3M would not have made the Software and/or Services available to Client at the fees set forth in this Agreement if it did not include such provisions.

4. This Agreement may include certain discounts for State meeting volume and term commitments. 3M RESERVES THE RIGHT TO RESCIND FUTURE DISCOUNTS EXTENDED TO CLIENT IN THE EVENT CLIENT REQUIRES THE SCOPE OF THIS AGREEMENT TO BE MATERIALLY REDUCED.

5. The parties acknowledge and agree that the agreement(s), listed below, shall be terminated and cancelled in their entirety as of the Effective Date of this Agreement and this Agreement shall supersede and replace such agreement(s):

<table>
<thead>
<tr>
<th>DESCRIPTION OF AGREEMENT</th>
<th>DATED</th>
<th>AGREEMENT NUMBER (IF APPLICABLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Mississippi Medical Center, Combined Software License and Services Agreement</td>
<td>July 1, 2009</td>
<td>85560-09 Combined</td>
</tr>
<tr>
<td>University of Mississippi Medical Center, Software License Agreement</td>
<td>January 12, 2012</td>
<td>GGX8PY-11</td>
</tr>
<tr>
<td>University of Mississippi Medical Center, Software License Agreement</td>
<td>April 12, 2012</td>
<td>MXM6A5-12</td>
</tr>
<tr>
<td>Holmes County Hospital and Clinics, Software License Agreement</td>
<td>September 17, 2005</td>
<td>05-1530</td>
</tr>
<tr>
<td>University of MS Med Center, Software License Agreement</td>
<td>August 3, 2010</td>
<td>ET20T-10 AN</td>
</tr>
</tbody>
</table>

6. PAYMENTS DUE UNDER THIS AGREEMENT SHALL BE SENT TO:
   3M
   P.O. Box 844127
   Dallas, TX 75284-4127

7. WRITTEN NOTICES UNDER THIS AGREEMENT SHALL BE SENT TO:

   ITS' address for notice is: Craig P. Ogeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211.

   Client's address for notice is: Ms. Julie Smith, Chief Operating Officer, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216.
3M’s address for notice is: Mr. James R. McDonough, Pricing & Contract Director, 3M Health Information Systems, 575 West Murray Boulevard, Murray, Utah 84123-4611, with a copy to Ms. Camille Cohen, Compliance Officer.

This page is intentionally blank – for signatures only.

Client and 3M have read this Agreement and all Exhibits, Appendices, Schedules and other attachments, including the disclaimers of warranties, limitations of liability and limitations of remedy, which are contained therein. To indicate acceptance and agreement to be bound by the terms and conditions of this Agreement, 3M and State have executed this Agreement on the date(s) indicated below.

Mississippi Department of Information Technology Services as Contracting Agent for the University of Mississippi Medical Center

BY: ________________________________

NAME: Craig P. Orgeron, Ph.D.
TITLE: Executive Director
DATE: ________________________________

3M COMPANY

BY: ________________________________

NAME: James R. McDonough
TITLE: Pricing and Contracting Director
DATE: ________________________________

Please fax a purchase order and this signed Agreement to: (651) 732-7852

SIGNATURE PAGE
Client and 3M have read the Agreement and all Exhibits, Appendices, Exhibits, and other attachments, including the definitions of the terms, conditions of liability and limitations of remedy, which are contained therein. To indicate acceptance and agreement to be bound by the terms and conditions of this Agreement, 3M and State have executed this Agreement as the dates indicated below.

Mississippi Department of Information Technology Services as 3M COMPANY

Contracting Agent for the University of Mississippi Medical Center

By: [Signature]

NAME: Craig P. Ogden, Ph.D.

TITLE: Executive Director

DATE: 09/28/2012

Mississippi Department of Information Technology Services as 3M COMPANY

Contracting Agent for the University of Mississippi Medical Center

By: [Signature]

NAME: James A. McCranough

TITLE: Piping and Contracting Director

DATE: September 28, 2012

Please fax a purchase order and this signed Agreement to: (662) 735-7255

EXHIBIT PAGE
GENERAL TERMS AND CONDITIONS

1.0 BASE DEFINITIONS

1.1 "3M Software" means all copies of 3M-owned computer program(s) identified in any Appendix (and associated Schedule) to this Agreement. 3M Software is licensed, not sold.

1.2 "Authorized Site" means and includes any entity that controls, is controlled by, is under common control with, or is under a written management contract with State that is specifically identified as an Authorized Site listed in the Software and/or Professional Service Schedule to any Appendix to this Agreement. "Control" is defined as possessing fifty-one percent (51%) or more of the voting stock or other ownership interest. If State desires to have an entity included as an Authorized Site that does not otherwise meet the "Control" threshold set forth herein, 3M will consider the inclusion of such an entity on a case-by-case basis.

1.3 "Authorized Users" means the employees, contract workers (i.e., individuals employed by a third party assigned to perform, on a temporary basis, the same or similar functions of an Authorized Site's employees) and independent contractors (i.e., self-employed individuals who perform, on a temporary basis, the same or similar functions of an Authorized Site's employees) of an Authorized Site, an admitting physician (a licensed physician who has the privilege to admit patients at an Authorized Site) and a consulting physician (a licensed physician who provides medical consultation at an Authorized Site, or to an admitting physician). 3M will also permit State to include, as Authorized Users, consultants and contractors not otherwise included within the foregoing definition provided that (i) the consultant or contractor has a legitimate need to access and use the Software solely on behalf of an Authorized Site, (ii) the consultant or contractor is not, in 3M's reasonable opinion, a competitor of 3M and (iii) State requires such consultant or contractor to execute 3M's standard Third Party Access and Confidentiality Agreement.

1.4 "Client Data" means any data provided by, or on behalf of, Client to 3M for facilitating the purposes of this Agreement, including, but not limited to; images, patient records and all translations, and versions of that data.

1.5 "Consulting Services" means consulting services performed in accordance with this Agreement and Appendix 8 and more particularly described in a Statement of Work ("SOW"). Consulting Services shall be listed on the respective Schedule to Appendix 8. Consulting Services specifically do not include Implementation or Training Services, Support Services or Professional Services.

1.6 "Documents" means written reference, operations and/or users manuals and other documents, and all revisions thereeto, which provide specifications for or instructions for the use of the Software and/or the implementation of the Services, and which are furnished to any Authorized Site by 3M via download from https://support.3Mhbs.com. Printed Documents may be requested by Client and may require a reasonable shipping and handling fee.

1.7 "Equipment" means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Installation Site(s) and/or Authorized Sites that meet or exceed 3M's then current minimum configuration requirements for using the particular Software, or substitute or backup equipment first approved by 3M in writing.

1.8 "Installation Site" means the physical location of the Equipment on which the Software (CSI) is installed. All Installation Sites shall be identified on the Schedule to any applicable Appendix to this Agreement.

1.9 "License" means the right granted by 3M to the Client to use the Software as set forth in the applicable Appendix for the Term that is applicable to such Software.

1.10 "Professional Services" means services provided by 3M, at the request of the Client, not otherwise provided for in this Agreement and listed on the respective Schedule to this Agreement. Professional Services specifically do not include Implementation or Training Services, Support Services or Consulting Services.

1.11 "Purchased Equipment" means, but is not limited to, third party hardware, software, peripherals, etc., purchased by 3M, or on behalf of Client, in accordance with the terms of this Agreement.

1.12 "Software and/or Services Schedule" means a list of each particular item of Software licensed, or Professional Service provided, to each Authorized Site and associated fees.

1.13 "Software" means the machine-readable version of the 3M Software and Third Party Content. Provisions of this Agreement referring to Software denoted as "CSI" shall apply only to Software that is implemented by delivery of the Software to the Client, on physical media or by online download, for installation on the Equipment at Client's Installation Site(s). References in this Agreement to Software denoted as "ASP" Software shall apply only to Software that is implemented by enabling the Client to access and use the functionality of the Software, or the results produced by the use of the Software, remotely via the Internet, Virtual Private Network or other online means without installation of the Software on the Equipment. Provisions of this Agreement referring to Software without denotation to "CSI" or "ASP" shall apply to both types of Software.

1.14 "License Start Date" is further defined on the respective Appendix hereinafter.

1.15 "Services" means and may include, to the extent included in this Agreement, Implementation Services, Training Services, Support Services, Professional Services and/or Consulting Services.

1.16 "Scope of Work" or "SOW" means a document so titled, that describes the Professional Services to be performed under the Professional Services Terms and Conditions, Implementation Services, or Training Services sections.
1.17 "Support Services" is further defined in Section 3 hereunder. Support Services specifically do not include implementation or Training Services, Professional Services, or Consulting Services.

1.18 "Term" of any particular Software License is further defined in the applicable Appendix. "Term" of the Agreement shall mean the period of time from the Effective Date to the termination of the last License for any particular Item of Software and/or conclusion of the last Professional Service, as set forth in the Appendices hereto.

1.19 "Third Party Content" means all non-3M-owned computer programs and/or materials (including, but not limited to, for example, CPT™ codes) incorporated into, or distributed by 3M for use in conjunction with, 3M Software, together with any Updates or diagnostic support aids thereto which are distributed to any Authorized Site by 3M.

1.20 "Update" means an enhancement or modification to the Software which 3M makes generally available to its clients without an additional or increased license fee. Unless otherwise stated, Updates to 3M Software shall be governed by the terms and conditions of this Agreement.

1.21 "Upgrade" means the replacement of 3M Software with a newer version containing new features and/or functions of the same product which 3M makes generally available to its clients with an additional and/or increased license fee. Unless otherwise stated, Upgrades shall be solely governed by the terms and conditions of this Agreement.

2.0 SOFTWARE OWNERSHIP; USE; IMPLEMENTATION & TRAINING

2.1 Ownership. 3M Software is licensed not sold. Title to all copies of the Software and Documents (including those made by Authorized Users), and to all 3M confidential and proprietary information, shall be and remain vested in 3M and/or its suppliers. 3M also retains title to all media used to supply Software to Client. Title to the software or other analytical tools that 3M utilizes to provide Professional Service under this Agreement ("Service Tools") shall be and remain vested in 3M and/or its suppliers. No license, express or implied, under any patents, copyrights, trademarks or other property rights to such Service Tools are granted to Client under this Agreement unless such Service Tools are specifically set forth in the applicable Appendix hereto. Except as expressly stated herein, this Agreement does not grant Client any intellectual property rights in the Software and all rights not expressly granted are reserved by 3M and its suppliers.

2.2 Use Restrictions.

2.2.1 The License granted to Client by this Agreement does not permit Client to do or permit any of the following without 3M's prior written consent: (i) make extra copies of the Software or Documents (except for the limited purposes set forth below), (ii) sublicense, lease, lend, transfer or permit access to the Software or Documents (or any copies thereof) to any third party, (iii) permit access to, or the use of, the Software or Documents by any person, facility or entity that is not an Authorized User, (iv) use, or permit the use of, the Software or Documents to process transactions of any entity or facility that has not been specifically listed as an Authorized Site, nor to use or permit the use of the Software other than in accordance with any applicable configuration detailed in the respective Exhibits and Appendices hereto, or (v) disassemble, decrypt, decompile, reverse-engineer or create derivative works based upon the Software. Client is solely responsible for informing and using reasonable efforts to ensure that all Authorized Users permitted to access and use the Software or Documents (including all Authorized Users who access and use the Software or Documents from remote locations), comply with the restrictions of Sections 2 and 4. Notwithstanding the foregoing, Client may make such copies of the Software (CSI) and/or Documents as are reasonably necessary for archival and disaster recovery purposes, and as reasonably necessary to secure the Client’s data or which are essential to the operation of the Equipment. During any period of Equipment malfunction causing the Software (CSI) to be inoperable, Client may use the Software (CSI) on other Equipment; however, Client shall not remove the Software (CSI) from the Installation Site without 3M's written consent, which shall not be unreasonably withheld.

2.2.2 Interface Development. Client may License certain Software under this Agreement that requires 3M Software to interface to an application and/or system that is sold, licensed or otherwise made available to Client by a third party. Accordingly, Client's use of the 3M Software and Documents licensed under this Agreement to create, install and support interfaces is limited to those interfaces created by Client or for Client that are necessary to enable the communication of data, objects or methods (including, but not limited to, codes, edits, indicators, modifiers, flags or other output — collectively referred to herein as "3M Software Output") between and among the 3M Software licensed hereunder and those applications or systems developed and deployed internally by the Client ("Client Applications"). For purposes of clarity and the avoidance of any dispute, Client Applications do not include any application and/or system that is sold, licensed or otherwise made available to Client by a third party ("Third Party Vendor Application"). Client shall not: (i) use the 3M Software or Documents to create any interface (or functionally-equivalent application) that enables the communication of 3M Software Output to any Third Party Vendor Application, or (ii) make the 3M Software or Documents available or accessible to any Third Party Vendor, or agent thereof, for purposes of enabling such Third Party Vendor to create such an interface. All interfaces that are necessary to enable the communication of 3M Software Output between and among the 3M Software and any Third Party Vendor Application shall be developed and implemented by 3M and/or the Third Party Vendor, provided that such Third Party Vendor has a current Interface License Agreement in effect with 3M.

2.3 Audit; Compliance. Upon thirty (30) days advance notice, and no more than once annually, during Client's regular business hours, Client shall allow 3M, or a third party designated by 3M, to inspect and audit Client's books, records and use of the Software and Documents
solely and exclusively for the purpose of verifying Client's compliance with its obligations under this Agreement. Any audit shall be paid for by 3M; provided, however, Client shall pay any reasonable cost for such audit if such audit reveals that State has used the 3M Software in a materially unauthorized manner, or materially underpaid any fees. 3M reserves the right to pursue any other remedy under law and equity for such unauthorized use of the Software.

2.4 Third Party Content. Except as otherwise indicated in this Agreement, all terms and conditions of this Agreement, including the applicable terms and conditions set forth in Exhibit B, if any, shall apply to Third Party Content. 3M reserves the right to add or delete Third Party Content and to revise the provisions of Exhibit B in the event that the licensor of any Third Party Content requires 3M to pass through modified terms and conditions applicable to its Content. If 3M provides Third Party Content to Client that is accompanied by its own license agreement (e.g., “shrink-wrap” or “click wrap” terms and conditions), such Third Party Content license agreement shall, to the extent its terms do not violate Mississippi law, control Client's use of the Third Party Content. In the event Client is permitted by a Third Party Content license agreement to change, modify or make any derivative work from the Third Party Content and Client thereafter does same, then the Client assumes total responsibility for any resulting Equipment and/or Software malfunctions.

2.5 Software Use and Security. The overall effectiveness of the Software, the output from the Software and software security depends upon the Client's proper use of the 3M Software and Client's own policies, procedures and software/hardware security devices. Accordingly, Client is solely responsible for the use it makes of, or the output from, the Software. Client agrees that 3M has no responsibility whatsoever for the conduct of Client's business or patient care. Client agrees that any reliance upon the Software or Professional Services provided to Client by 3M under this Agreement shall not diminish Client's responsibility for patient care. Documents that are produced using the Software or Professional Services are not intended to be used to provide medical treatment unless there is a review for accuracy by Client's staff. Client understands and agrees that the access to, or use of, the Software by any person using a password provided to, or by, Client or its Authorized Users constitutes an authorization by Client to use such password and access or use the Software, without limitation. Client is responsible for the security of all passwords provided to Client and its Authorized Users by 3M for access to and use of the Software under this Agreement. In the event that access to, or use of, a Client's password is permitted by Client, or gained by an unauthorized party while such password is in the possession of Client, and subsequent access to, or use of the Software is made by such unauthorized party, Client, rather than 3M, shall be solely liable for any access to, or use of, the Software, or activity or transaction using the Software by such unauthorized party. Client agrees to notify 3M of any possession, or use, of its passwords by an unauthorized party of which it becomes aware.

2.6 Services. In consideration for the payment of applicable fees set forth on the applicable Schedule hereto, and unless otherwise stated hereunder, 3M will provide to Client the Implementation, Training, Support, and Consulting Services as set forth below:

2.6.1 Implementation Services. Shortly after the full execution of this Agreement or any amendment adding Software hereto, and 3M's receipt of Client's Purchase Order, 3M will contact Client and mutually determine and agree to a Software implementation and training plan; however, Software (CSI) identified on the applicable Schedule as Client-installable ("CI") and/or Phone installed ("PI") unless otherwise designated as part of the Implementation Services on the respective Schedule, Client shall be solely responsible for placing the Software (CI or PI) on Client's Equipment and ensuring the Software is functioning properly. Client shall provide 3M with access, all relevant specifications and other documents and shall supply all cables, interface hardware and other equipment reasonably required to integrate, interface and access the Software with Client's instruments and other computer systems.

2.6.2 Training Services. Training for Authorized Users on 3M Software (except Software designated PI or CI on the respective Schedule) will be scheduled simultaneously with the Implementation Services. Training schedules, the number of Authorized Users to be trained, and the delivery method (on-site or remote) shall further be defined in the implementation and training plan or stated on the respective Schedule. Client, at its expense, will: (i) provide the necessary Authorized Users for training at the scheduled times and training locations, and (ii) provide the necessary training resources including, but not limited to, adequate training facilities, overhead projectors, and personal computers for computer based training. Software (PI or CI) is limited to one (1) hour of off-site web training for one (1) Authorized User when applicable. In the event Client requests additional onsite visits, Client is responsible for the cost of additional visits at 3M's then-current service rates plus any reasonable travel-related expenses incurred.

2.6.3 Support Services. 3M will provide the Support Services for eligible 3M Software as set forth in Section 3 and the applicable Appendix.

2.6.4 Professional Services; Consulting Services. At the request of Client, 3M will provide Professional Services and/or Consulting Services under the terms and conditions of this Agreement, the applicable Appendix and a supplemental Statement of Work ("SOW"), which shall clearly define the scope of the engagement including, but not limited to; timelines, critical milestones, and fees.

2.6.5 Travel; Miscellaneous Supplies. Unless set forth otherwise on the respective Schedule or Statement of Work, Client shall be responsible for any reasonably necessary business-related travel and travel expenses (e.g., lodging, meals and car rentals) and Services related miscellaneous supplies. Such expenses shall be invoiced as actually incurred in accordance with Section 8.4 (Business-related Travel; Miscellaneous Charges) hereunder.

2.7 Client Cooperation. The proper implementation and functioning of the Software and/or 3M's performance of Professional Services requires Client to cooperate fully with 3M, including without limitation; (i) adhering to the implementation plan, (ii) responding promptly to communications from 3M, (iii) submitting data in the prescribed form or as required by this Agreement, or as necessary to complete Professional Services which may become part of this Agreement, and (iv) keeping 3M informed of actions or decisions by Client that affect the
implementation, the environment into which the Software is to be installed and/or the equipment, technology, vendors and/or resources to be used in connection with the Software. 3M shall not be responsible for any delays or deficiencies in its performance caused by (a) special requests by Client or any governmental agency or other regulatory authority authorized to regulate or supervise Client that impact 3M’s performance of the Professional Services; or (b) failure by Client to provide any equipment, software, premises, performance or other assistance called for or necessitated by this Agreement. Accordingly, Client is solely responsible for any issues arising from Client's failure to cooperate with 3M, perform Client's responsibilities or follow 3M's recommendations, or Client's refusal to grant 3M access to Client's system or Client's refusal to install (or to permit 3M to install) any software updates, upgrades or fixes, nor for any claim brought by any third party except as provided with respect to intellectual property indemnification as set forth in Section 6.2 below. Additionally, Client acknowledges that certain provisions of this Agreement provide for the protection and confidentiality of Client's Operating Information and Protected Health Information (PHI), therefore Client will be responsible for the security, and protection, of any on-site and/or remote access Equipment and Authorized Site(s) without requiring 3M, its employee(s), agent(s) or contractor(s) to enter into ancillary confidentiality and/or access agreement(s).

2.8 **Purchased Equipment.** In the event 3M purchases certain equipment on behalf of Client as part of this Agreement such Purchased Equipment shall be listed on an Appendix hereto and delivered to Client's designated delivery point FOB origin. Unless otherwise designated as part of the Implementation Services at time of purchase, Client shall be solely responsible for placing the Purchased Equipment into Client's environment and ensuring the Purchased Equipment is functioning properly.

2.9 **Use of Client Data.** Client may license certain Software and/or be provided Services under this Agreement that may require 3M's use of Client Data to provide such Software and/or Services to Client. Therefore, by Client's submission of Client Data to 3M, Client hereby grants to 3M, subject to all of the terms and conditions of this Agreement and applicable law, a world-wide, non-exclusive, non-transferable (except as provided herein), term license to access, use, copy, store, manipulate, convert and transform the Client Data only to the extent necessary for 3M to provide, support and improve the Software and perform its obligations and exercise its rights under this Agreement. Client covenants, represents and warrants that Client has any and all necessary rights and permissions to the extent required for 3M's access to and use of any Client Data. This provision does not survive any Non-renewal or termination of this Agreement. Notwithstanding the foregoing, Client acknowledges certain 3M technology uses Client Data and involves a process that incorporates aspects of the Client Data into the retained data of the 3M technology (the "Engine DNA") and such use of Client Data in generating the Engine DNA renders such Client Data de-identifiable and infeasible to return or destroy. Accordingly, Client agrees as a condition of Client's use of such Software (ASP) that 3M shall have the right at all times after the term hereof to retain, disclose and/or use statistical information derived from performance of certain Software (ASP), provided that such disclosure or use: (i) shall not involve patient specific identification of Client's customers; and (ii) shall only involve data in non-user specific and aggregated statistical form, for the development and maintenance of the Software (ASP); and (iii) for 3M's other business purposes requiring the use of de-identified patient data and aggregated statistical data.

2.10 **Medical Care Responsibility.** Client agrees that 3M has no responsibility whatsoever for the conduct of Client's business or patient care. Client agrees that any reliance upon the Software or Services provided to Client by 3M under this Agreement shall not diminish Client's responsibility for patient care. Client acknowledges that the Software and Services may produce documents and errors, and transcriptionists produce documents with errors. Documents that are produced using the Software or Services are not intended to be used to provide medical treatment unless there is a review for accuracy by Client's staff.

3.0 **SUPPORT SERVICES**

3.1 **3M Software.** In consideration of the annual fees paid to 3M by Client for Annuity Software and/or Perpetual Software Support Services, during the Term and any extension thereof, 3M will use its best efforts to provide the following off-site Support Services to Client for the items of applicable Software identified on the respective Schedule hereto.

3.1.1 ** Corrections.** 3M will provide technical support to correct a reproducible material failure of the 3M Software to conform to the Documents and any incompatibility between the 3M Software (CSI) and the operating system software of any Equipment, which has been approved by 3M for use with 3M Software which are verified by 3M. At 3M’s option, with Client’s approval, remote diagnostic services will be performed to expedite such correction using only those connectivity tools recommended by 3M at the time.

3.1.2 **Updates.** 3M will provide periodic Updates to 3M Software. Unless otherwise stated hereto, Updates for Software (CSI) are designed to be Client-installable (CI) and made available to Client via download from https://support.3Mhis.com. 3M will use its reasonable best efforts to provide Updates to meet the requirements of federal laws and regulations (including, for example, changes to DRG, APC, ICD-9, and CPT™ codes); provided, however, when changes in laws and regulations (including, for example, implementation of ICD-10) are in 3M’s reasonable determination, significant enough to require the development of new Software products or new features and/or functions for existing 3M Software products (Upgrades), then: (i) 3M may, but is not required to develop the Upgrade, and (ii) 3M may charge additional license and support fees in connection with any Upgrade it chooses to develop. 3M will use its reasonable best efforts to notify Client of additional fees and/or Equipment necessary to make an Update and/or Upgrade operational prior to the release of such Update or Upgrade. Client agrees and acknowledges that 3M may Update the Software (ASP) from time to time without any prior notice to Client. Should Client encounter difficulties while performing a product Update, 3M will provide reasonable advisory support. Should Client request the assistance of 3M in installing, implementing, loading or otherwise deploying any Updates, or familiarizing employees therewith, 3M shall provide such assistance and may charge Client a fee in connection therewith. 3M will advise Client in advance as to the amount of such fee or the applicable hourly rate.
3.1.4 **Online Support.** 3M will provide Client 24/7/365 (except downtime for system maintenance) unlimited online access to an electronic facility that includes a knowledge database with known symptoms and solutions, software product descriptions, specifications, technical literature, and certain software updates and patches for 3M Software (CSI) which Client can use for self-help.

3.1.5 **Telephone Support.** 3M will provide Client reasonable toll-free telephone support on the operational/technical aspects of the 3M Software subject to the hours of operation, support guidelines and priority levels set forth at https://support.3Mhis.com.

3.2 **Additional Support Services.** 3M, at the request of Client, may provide additional support services above and beyond those contemplated by Section 3 hereof ("Additional Services"), provided that Client pays 3M for such services at 3M's then-current rates. Client and 3M shall agree upon a Statement of Work (SOW) prior to any Additional Services being completed. Required business-related travel is additional and invoiced in accordance with Section 8.6 hereunder.

3.3 **Modification of Support Services.** After the Initial Term, or conclusion of any extension thereof, 3M may modify the Support Services offered with respect to the 3M Software by giving Client written notice ninety (90) calendar days prior to the conclusion of such Term.

3.4 **Client's Obligations.** To enable 3M to provide Support Services set forth herein above, Client shall: (i) notify 3M when support is required and report incidents to 3M Support via telephone, e-mail, or web form at https://support.3Mhis.com, (ii) allow 3M reasonable access to Client's system and the reasonable use of necessary site facilities, utilities, data communications and system resources with ready access at no charge (also see Section 2.8) and, (iii) when requested by 3M, collect data and other information necessary for 3M to resolve system problems, (iv) maintain the database and program libraries as specified by 3M, (v) obtain any additional equipment, updates to third party application software and third party operating system software (as reasonably specified by 3M) necessary to make an Update operational, (vi) provide time for installation of all Updates (CSI), (vii) perform regular daily backups, (viii) provide qualified personnel to work with 3M personnel, and (ix) provide 3M with a list of all Client Applications, as defined in Section 2.2.2, and advise 3M of any changes to such list.

3.5 **Exclusions.** 3M shall have no obligation to provide Updates, Support Services, maintenance or other services relating to: (1) products not provided to Client by 3M; (2) third-party products not embedded in the Software, i.e., products sold under a brand name not owned by 3M (e.g., hardware, devices, other equipment and certain software "add-ons"); (3) any Software version that has been retired by 3M, except upon 3M's election; or (4) any Software that is neither the most current nor the immediately preceding version, except upon 3M's election; (5) if the Software is not included on the applicable Schedule hereto; or (6) if any undisputed payments due 3M are past due. For the avoidance of doubt, 3M shall have no obligation to maintain, repair or replace any third-party software (i.e., Microsoft Word), hardware, or State's Equipment.

4.0 **CONFIDENTIAL INFORMATION, TRADE NAMES AND COPYRIGHTS**

4.1 **Client's Obligations.** Client acknowledges that the Software, the Documents, the Passwords (where applicable) and other materials delivered to Client by 3M constitute and/or contain information that is confidential to and proprietary trade secrets of 3M and/or its suppliers ("3M Information"). Client agrees to treat all 3M Information as confidential, to require all Authorized Users who Client permits access to the Software or the Documents pursuant to Section 2.0 to comply with this Section 4.1, and otherwise use its best efforts to prevent unauthorized disclosure of 3M Information. The obligations of this Section 4.1 shall not apply to any 3M Information, which is public information on or before the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to Client. The existence of a copyright notice shall not cause or be construed to cause the Software or the Documents to be a published copyrighted work or to be public information or in the public domain. Client shall not remove the trademarks, trade names or any notice of 3M or 3M's suppliers from any Equipment, Software, Documents or other materials delivered to Client pursuant to this Agreement, and will cause them to appear on all copies made by Client pursuant to Section 2.0.

4.2 **3M's Obligations.** 3M acknowledges that in the course of performing this Agreement it may be given access to information that is confidential to Client or to third parties, including Client's patients. 3M agrees to treat all such information as confidential in accordance with the following provisions:

4.2.1 **Protected Health Information ("PHI").** To the extent required, Client and 3M intend to comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 C.F.R Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively) and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, Title XII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act") as further defined in the Business Associate Addendum, when applicable attached hereto as Exhibit A, or as executed by the parties separate from this Agreement, as the case may be.

4.2.2 **Operational Information.** In addition, 3M agrees to treat all Client information other than PHI including, but not limited to, hospital and medical systems, financial and billing data and other operational information (collectively, "Operational Information") as confidential and to use its best efforts to prevent unauthorized disclosure of such items by 3M's employees, agents, representatives and contractors. The obligations of this Section 4.2.2 shall not apply to any Operational Information which is public information on or before the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to 3M or its employees, agents, representatives or subcontractors.
4.3 Transparency Act. 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 §§11-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement (minus 3M’s fee exhibits marked confidential herein) shall be posted to the State of Mississippi’s accountability website at: https://merlin.state.ms.us

5.0 ACCESS TO 3M BOOKS AND RECORDS

5.1 Access. To the extent required by applicable law (42 U.S.C. 1395x(v) (1) (I) and 42 CFR Sec. 420.300 through 420.304, or any successor statutes or regulations), until the expiration of four (4) years after the furnishing of services under this Agreement, 3M shall make available upon written request to the Secretary of Health and Human Services (“Secretary”) or the Comptroller General, or to any of their duly authorized representatives, this Agreement and such books, documents and records of 3M that are necessary to verify or certify the nature and extent of 3M’s invoiced charges for services furnished to Client. Additionally, 3M shall, without unreasonable delay, make copies of such books, documents and records which 3M has furnished to the Secretary in regard to this Agreement to the Client unless prohibited by law, order or the Secretary; however, 3M reserves the right to require additional assurance from Client as may be necessary to protect the Confidential Information of 3M that may be accessed by Client.

5.2 Subcontracts with Related Organizations. 3M agrees that to the extent required by applicable law, if 3M carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of $10,000 or more over a twelve month period, that subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services under that subcontract, the related organization will make available, upon written request to the Secretary, or to the Comptroller General, or to any of their duly authorized representatives, the subcontract and such books, documents and records of the related organization that are necessary to verify or certify the nature and extent of the costs incurred by Client based on 3M’s invoiced charges for services furnished by the related organization.

6.0 WARRANTIES AND REPRESENTATIONS

6.1 Authority. The parties represent and warrant that they have full power and authority to enter into this Agreement and perform their obligations hereunder.

6.2 Noninfringement. 3M further represents and warrants to State that the 3M Software and Documents do not, in the countries in which the Authorized Sites are located (the “Territory”), infringe any patent, copyright, trademark or trade secret rights of any third party. Client shall immediately notify 3M of any infringement claim of which it has knowledge and provide 3M with a copy of any pleadings it receives. In the event of any such claim in the Territory, the selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be, to the extent authorized by Mississippi law, within the sole control of 3M, and at 3M’s expense. 3M also agrees to indemnify and hold Client harmless from any damages or expenses (including attorney’s fees) actually and finally awarded against Client in any lawsuit, or any settlement made by 3M, arising out of or related to 3M’s alleged infringement of a third party’s intellectual property rights in the Territory. 3M may, at its option and expense: (a) procure for Client the right to continue using the allegedly infringing 3M Software, replace it with a noninfringing item, or modify it so it becomes noninfringing; or (b) terminate Support and Maintenance relating to the allegedly infringing Software, require Client to return all copies of such Software to 3M, and grant Client (i) with respect to allegedly infringing Amity Software, a pro rata credit for the unused portion of the prepaid license and support fee therefor, or (ii) with respect to allegedly infringing Perpetual Software, a credit in an amount equal to the unamortized portion (based on straight-line depreciation over a five-year period) of the prepaid license fee therefor plus the unused portion of the prepaid Support and Maintenance fee relating thereto. TO THE EXTENT PERMITTED BY MISSISSIPPI LAW, THIS SECTION 6.2 STATES THE CLIENT’S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THERETO. This warranty does not extend to any Third Party Content. Notwithstanding the other provisions of this Section 6.2, 3M shall have no obligation nor liability with respect to any claim for infringement caused by (a) Client’s or any third party’s unauthorized modification of the Software, (b) the use of the Software with software not furnished to Client by 3M, or (c) modifications to the Software made by 3M at Client’s request.

6.4 Performance Warranties.

6.4.1 3M Software. The warranties applicable to the particular 3M Software are set forth on the respective Appendix hereto.

6.4.2 Anti-Virus. 3M represents and warrants to the best of 3M’s knowledge after employing reasonable technical means consistent with best industry practices to detect computer viruses, the 3M Software shall not contain any software routine, code or instruction, or combination of the above (collectively referred to as a “Virus”), that is designed to: (A) permit unauthorized access to the system, (B) permit unauthorized access to Client’s data network, or (C) disable it, or contain other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or other mechanisms that would permit 3M to access the 3M Software to cause such disablement or impairment (sometimes referred to as a “trap door” device). Code included in the 3M Software that prevents the use of the Software outside of the license scope set forth by this Agreement will not be deemed to be or considered time bombs, time locks, drop dead devices or trap door devices. Client’s remedy for breach of this warranty is for 3M, within a reasonable time, to correct the defect, or replace such Software. In the event 3M is unable to remedy a breach of warranty as set forth in this Section, Client shall return all copies of the non-conforming 3M Software to 3M and 3M shall grant Client a pro rata credit for the unused portion of the prepaid License fee, at which time the applicable License and the corresponding Support Services shall be automatically terminated.
6.4.3 *Warranty Exclusions.* 3M warranties do not extend to Third Party Content. The warranties set forth in this Agreement do not apply if: (a) the Software is used, in whole or in part, with computer equipment, interfacing or other software other than those recommended in writing by 3M for use with the Software; (b) Client or anyone other than 3M or its employees in any way maintains, attempts to maintain, modifies or attempts to modify the Software or any part thereof in any manner other than as specified in the Documents, except for those elements of the Software that are specified in the Documents as being user-definable; (c) Client uses or allows the Software to be used in any manner other than as specified in the Documents; (d) Client fails to use any new or corrected versions of the Software or any component thereof made available by 3M; (e) Client fails to follow any written directions or to perform any procedures prescribed by 3M in writing; (f) any abuse, misuse, accident or negligence, in each case other than by 3M or 3M's contractors shall have occurred in relation to the Software; or (g) the non-conformance shall have been caused other than by the Software, 3M or 3M's contractors; or (h) modifications to the Software made by 3M at Client's request. The only warranties applicable to Purchased Equipment are those, if any, provided by the respective manufacturers or third party suppliers thereof, which 3M assigns to Client to the fullest extent it may do so. Such manufacturers or suppliers shall be solely responsible for any warranty claims relating to the Purchased Equipment.

6.5 *Disclaimer.* 3M DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SOFTWARE, OR THAT THE SOFTWARE WILL OPERATE IN HARDWARE AND SOFTWARE COMBINATIONS OTHER THAN AS EXPRESSLY REQUIRED BY 3M IN THE DOCUMENTS OR THAT THE SOFTWARE WILL MEET REQUIREMENTS SPECIFIED BY CLIENT, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES IN THE APPLICABLE DOCUMENTS OR A CONTRACT RESULTANT FROM A COMPETITIVE BID.

6.6 *Right to License.* 3M represents and warrants that 3M has the right to license the Software provided under this Agreement.

6.7 *Mississippi Employment Protection Act.* 3M 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. 3M 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 Client. 3M 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. 3M understands and agrees that any breach of these warranties may subject 3M 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 3M by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or both. In event of such termination/cancellation, 3M would also be liable for any additional costs incurred by the Client due to contract cancellation or loss of license or permit.

7.0 *LIMITATION OF LIABILITY*

7.1 *Lost Data or Information.* IT IS EXPECTED THAT THE CLIENT WILL PERFORM ROUTINE BACKUPS OF ITS INFORMATION PRIOR TO USING THE SOFTWARE TO PROCESS OR ANALYZE THAT INFORMATION. ACCORDingly, 3M AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR DAMAGE RESULTING FROM CLIENT'S FAILURE TO PERFORM BACKUPS. IN THE EVENT DATA OR INFORMATION IS LOST DUE TO ANY NEGLIGENT ACT OR OMISSION BY 3M, OR DUE TO BREACH OF ANY WARRANTY, 3M'S LIABILITY AND CLIENT'S REMEDY SHALL BE FOR 3M TO USE REASONABLE BEST EFFORTS TO RECOVER THE LOST DATA OR INFORMATION AT NO CHARGE TO CLIENT.

7.2 *Liability.* Unless jointly agreed otherwise in writing, 3M's liability shall not exceed the total amount paid by Client to 3M under this Agreement, including any amounts paid pursuant to amendments and change orders. In no event will 3M be liable to Client for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless 3M was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of 3M. The language contained herein tending to limit the liability of 3M will apply to Client to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that 3M is precluded from relying on any contractual damages limitation language within this Agreement where 3M acts fraudulently or in bad faith.

8.0 *ACQUIRING PRODUCTS; FEES; INVOICING AND PAYMENTS*

8.1 *Acquiring 3M Products.* During the Term of this Agreement and subject to the applicable provisions below, Client may acquire new item(s) of Software, services, and/or include additional Authorized Sites by either; i) requesting an amendment to this Agreement and, if required, supply 3M with a valid Purchase Order, or ii) subject to Section 10.2 of this Agreement, supply 3M with a Purchase Order and reference a 3M Proposal Number (found at the bottom of a 3M Proposal). Purchase Orders received in lieu of an amendment to this Agreement shall constitute an amendment adding the products to the applicable Appendix Schedule hereto. 3M will make reasonable efforts to confirm receipt of Client's Purchase Order.
8.2 Fees, Invoicing. The fees for the particular Software, Professional Services, and Purchased Equipment acquired under this Agreement shall be set forth on the applicable Appendix Schedule. Payment terms for the particular item(s) of Software, Professional Services and Purchased Equipment are set forth on the respective Appendices. Invoices shall detail the item(s) acquired, and include Client’s Purchase Order number, when supplied. The total compensation to be paid to 3M by Client for all Software, Services, travel, performances and expenses under this Agreement shall not exceed the specified sum of $9,012,668.07, unless otherwise agreed to by the parties in a written amendment to this Agreement. A table summarizing all of the payments due hereunder from the various Appendices is set forth in Exhibit E. Upon acceptance of the Software by Client as specified in Section 10.25 herein, 3M shall invoice Client for the Software, and the Services will be invoiced as they are rendered.

8.3 Third Party License Fees. Notwithstanding anything to the contrary contained in any Third Party Software license agreement, Client shall pay all license fees with respect to Third Party Software to 3M.

8.4 Business-related Travel: Miscellaneous Charges. All transportation, lodging, meals and other reasonable travel-related expenses and other fees not specified in this Agreement, incurred by 3M, in the performance of this Agreement shall be invoiced to Client shortly after such expenses are incurred. Client shall have the right to pre-approve all travel charges before they are incurred on behalf of Client, which approval shall not be unreasonably delayed or withheld. 3M will not be responsible for increases in such charges due to Client’s delay in pre-approving such charges. All travel and per diem expenses will be invoiced by 3M as they are incurred. 3M shall use hotel facilities that are mutually agreeable to 3M and Client. It is understood by the parties that all travel and travel expenses must be pre-approved by Client and shall not exceed the daily amount allowed by the Mississippi Department of Finance and Administration. Client’s approval shall not be unreasonably withheld or delayed. Client agrees 3M shall not be held in breach of this Agreement for delays in its performance under this Agreement caused by Client’s delay in approval of such expenses.

8.5 Invoice Coordination. For the administrative convenience of the parties, 3M may prorate fees for any new Annuity Software license, Support and Maintenance for Perpetual Software, and/or additional fees for any new Authorized Sites to the next anniversary of the License Start Date under this Agreement. Thereafter, 3M will submit a single invoice for the annual fees for all Annuity Software and Support and Maintenance for Perpetual Software. The license term for all items of Annuity Software and Support and Maintenance for Perpetual Software shall then co-terminate with the anniversary of the License Start Date.

8.6 Delays; Cancellation. If Client cancels an agreement upon implementation, training, professional or consulting service date less than seven (7) calendar days prior to such date, then 3M may invoice Client for any non-refundable business-related travel costs and a rescheduling fee in an amount equal to one (1) day’s Professional Service fee at 3M’s then current rates. 3M shall have no liability in relation to the postponement of Professional Services occasioned by Client.

8.7 Payment Terms. Client will make payments hereunder in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the Client within forty-five (45) days of receipt of the invoice (the “Payment Period”). All payments shall be in United States currency. If Client disputes an item and/or amount on an invoice for which it intends to withhold payment, it must, during the Payment Period: (i) give 3M a written notice detailing the basis of the dispute (or the invoice shall be deemed undisputed), and (ii) pay all undisputed amounts in full within the Payment Period. 3M may assess a late payment charge on all undisputed amounts at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on the unpaid amount for each month (or fraction of a month) any payment that becomes sixty (60) days past due. If Client becomes thirty days past due with respect to any undisputed amounts due on an invoice, 3M may, upon written notice to Client, immediately suspend the provision of Professional Services and/or the Support and Maintenance until such past due charges are brought current or until this Agreement is terminated for breach as set forth in Section 9.2.

8.8 Taxes. Client certifies it is exempt from the payment of state sales and use taxes. Likewise, Client will not pay excise or personal property taxes. If 3M is liable for such taxes, 3M shall take such into consideration in its pricing. It is 3M’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.

9.0 TERM AND TERMINATION OF THE AGREEMENT

9.1 Term of the Agreement. The “Term” of the Agreement shall mean the period of time from the Effective Date to the termination of the last License for any particular item of Software and/or conclusion of the last Professional Service, as set forth in the Appendices hereinafter.

9.2 Termination of Agreement. Either party may terminate the Agreement in whole or in part immediately, without the assessment of any penalties, upon the occurrence of any of the following events: (i) the other party has failed to cure a breach of this Agreement within thirty (30) days after receiving written notice thereof; (ii) the other party institutes proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings; (iii) proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings have been pending against the other party for more than ninety (90) days; (iv) the other party makes a general assignment for the benefit of creditors; (v) the other party becomes insolvent; or (vi) either party ceases to conduct business or to conduct the business relevant hereunder. This Agreement may also be terminated in whole or in part as follows: (a) upon the mutual written agreement of the parties; and (b) upon the unavailability of funds to Client. Sections 2.1, 4, 5, 7, 8, 9 and 10 hereof shall survive any termination of any Appendix or License(s) and/or this Agreement.
9.3 **Obligations upon Termination.** Except as otherwise expressly agreed by the parties in writing, upon the termination of this Agreement (by nonrenewal, expiration, or termination for any reason), or any license(s) hereunder, Client’s right to access and use the applicable Software shall be immediately and permanently revoked and Client shall: (i) cease all further use of such Software; (ii) within fifteen (15) days of such nonrenewal, expiration or termination, either contact 3M Support to schedule de-installation or deactivation of the Software by 3M or de-install the Software; (iii) at 3M’s option, either return to 3M, or destroy, in either case at Client’s expense, all copies of the relevant Software and related Documents in Client’s possession or to which Client has access; (iv) certify to 3M, in writing, within five (5) business days that all such copies have been destroyed and/or returned to 3M; and (v) pay all charges and fees outstanding. Upon termination, Client will be entitled to a refund of applicable unexpended prorated annual fees/charges, if any, if in the case of Annuity Software, or the unamortized portion of the pre-paid license fee based on straight-line depreciation over a five-year period, in the case of Perpetual Software. Additionally, should the Software require 3M’s assistance to de-install and/or deactivate, Client shall promptly, upon 3M’s request, permit 3M access to any Client Equipment which is necessary to accomplish such de-installation or deactivation. Client further acknowledges that termination of License(s) may affect volume discounts extended to Client, by 3M, under this Agreement. 3M reserves the right to modify such discounts, as reasonably necessary, upon the next anniversary of the License Start Date immediately following the termination of any License(s).

10.0 **GENERAL PROVISIONS**

10.1 **Entire Agreement.** This Agreement (including all Appendices, Schedules, Exhibits and other attachments hereto) embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, oral or written proposals and communications or other agreements, oral or written, relating thereto including all terms of any unsigned or “shrink-wrap” license included in any package, media or electronic version of 3M-furnished Software, or any “click-wrap” or “browse-wrap” license presented in connection with a purchase via the Internet. Client acknowledges that it has not been induced to enter into this Agreement by any representation or statement, oral or written, not contained in this Agreement. The Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

A. This Agreement signed by all parties; and

B. Any Appendices, Schedules, and Exhibits attached to this Agreement; and

C. Any “browse-wrap” license presented in connection with a website accessed by Client for the 3M Software.

The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by 3M. 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 (“C. Any Appendices, Schedules, and Exhibits “browse-wrap” license presented in connection with a website accessed by Client for the 3M Software”).

10.2 **Amendments, Modifications.** This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary. In connection with this Agreement, 3M may from time to time accept receipt of one or more purchase orders from Client, may acknowledge such receipt by returning one or more acknowledgment copies, and may issue invoices against any such purchase order. Any such act by 3M is for Client’s convenience only. The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of any order or other document submitted by Client at any time in connection with this Agreement. All such conflicting terms and conditions are specifically rejected and do not form, and shall not form, any part of this Agreement.

10.3 **Captions.** The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof.

10.4 **Assignment.** This Agreement is binding on successors and assigns of the parties. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment without such consent shall be null and void.

10.5 **Force Majeure.** Neither party shall be responsible for failure to comply with this Agreement due to causes beyond its reasonable control.

10.6 **Announcements.** 3M, with Client’s prior written approval, may issue announcements concerning this Agreement to the trade press and recognized industry consultants.

10.7 **Notices.** Each party shall appoint a representative from its organization authorized to receive notices hereunder. All notices required to be given shall be given in writing by personal delivery, or by electronic means, provided that the original of such notice is sent by certified or registered U.S. mail postage prepaid, return receipt requested, or by overnight carrier with signed receipt to the other party at the address listed on the face of this Agreement. Notices shall be deemed given when actually received or when refused. Any change of address or representative shall be promptly communicated in writing to the other party.
10.8 **Severability, Enforcement.** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Client's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

10.9 **Governing Law.** This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by the laws of the State of Mississippi without giving effect to the conflicts of laws doctrines of any state, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. 3M expressly agrees that under no circumstances shall Client or its be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to 3M. Further, nothing in this Agreement shall affect any statutory rights either party may have that cannot be waived or limited by contract.

10.10 **Dispute Resolution.** The parties shall attempt in good faith to resolve any controversy, claim or dispute arising from or relating to this Agreement by negotiations between representatives of the parties.

10.11 **No Third Party Beneficiaries.** The parties expressly acknowledge and agree that no third party is intended to be a beneficiary of any provision of this Agreement.

10.12 **Insurance.** During the term of this Agreement 3M shall minimally maintain such policies of insurance coverage appropriate to the performance of its obligations under this Agreement. 3M reserves the right to modify insurance coverage upon any Renewal Term of this Agreement with sixty (60) calendar day's prior written notice to Client.

10.13 **Compliance with Laws.** Each party shall comply, at its own cost and expense, with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and orders pertaining to the performance of its obligations under this Agreement including, but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act and other federal and state laws addressing anti-kickback, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws, when applicable. In the event that one party believes that the other may not be in compliance with one of the foregoing, it shall so notify the other party, which will promptly look into the matter and take any measures necessary to remedy any such non-compliance.

10.14 **Non-solicitation/Non-Hire of Personnel.** Unless otherwise provided by written consent, during the term of this Agreement and for a period of one (1) year thereafter, the parties will not, either alone or in association with others; (i) encourage any employee, consultant, officer, director or independent contractor of the other party (collectively referred to herein as the "Personnel") to terminate their relationship with the other party, or (ii) solicit or attempt to hire the party's Personnel, hire, employ or otherwise retain the party's Personnel, whether as an employee, officer, director, independent contractor, or consultant. For purposes of this Agreement, Personnel include individuals, including former employees, who are performing, or who have performed, Professional Services in any capacity for the party within the preceding six-month period. Nothing herein shall be deemed to modify or waive any rights or obligations that either party may have in its agreements with its employees, consultants, officers, directors or independent contractors or applicable law, or the Personnel freely answering an ad for employment in any written or electronic publication.

10.15 **Statement of Work Waiver.** Client and 3M may agree that certain Software components and/or Professional Services do not require a Statement of Work (SOW). Such waiver of a Statement of Work by the parties shall be noted on the applicable amendment and/or Appendix adding such Software and/or Professional Services to this Agreement. This waiver shall not be deemed to have waived any rights or future obligations of the parties as it pertains to the Statement of Work (SOW).

10.16 **Exhibits and Appendices.** The following Exhibits and Appendices shall be incorporated herein by reference.

**EXHIBITS:**

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<th>Exhibit</th>
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**APPENDICES, all as applicable:**

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<td>Appendix 9</td>
<td>CodeByte Coding Services Agreement</td>
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10.17 Waiver. Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by 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.

10.18 Third Party Action Notification. 3M shall notify Client in writing within five (5) business days of 3M 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 3M or Client by any entity that may result in litigation related in any way to this Agreement and/or which may affect 3M’s performance under this Agreement. Failure of 3M to provide such written notice to Client shall be considered a material breach of this Agreement and the Client 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.

10.19 Authority To Contract. 3M 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 local, 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.

10.20 Sovereign Immunity. By entering into this Agreement with 3M, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

10.21 Availability of Funds. It is expressly understood and agreed that the obligation of Client 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 Client for the payments or performance due under this Agreement, Client shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Client of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Client shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement. Notwithstanding the foregoing, Client agrees to use its best efforts to seek funding for this Agreement each fiscal year.

10.22 Debarment & Suspension Certification. 3M Health Information Systems Inc., a wholly owned subsidiary of 3M Company, certifies that at the Effective Date of this Agreement 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.

10.23 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 Client’s or 3M’s contractual obligations, financial or otherwise, contained within this Agreement.

10.24 Compliance With Enterprise Security Policy. 3M and Client understand and agree that the State of Mississippi’s Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the term of this Agreement, 3M and Client shall agree to implement a mutually acceptable process for 3M to establish such remote access, and neither party will unreasonably withhold or delay their approval of such process. Client agrees that this Agreement, together with its Exhibits and Appendices contain reasonable protections for Client’s and Client’s customer’s confidential information (including PHI) and the need for any further agreements shall not be necessary for 3M’s remote access to the State network. Additionally, Client acknowledges that 3M’s ability to perform its obligations under this Agreement is dependent upon Client’s full and timely cooperation with 3M. In the event Client fails to provide such remote access in a timely manner, resulting in 3M’s inability to timely perform its obligations under this Agreement, 3M shall not be considered in breach of this Agreement.
10.25 **Acceptance.** Client shall have thirty (30) calendar days after installation ("Go-Live") of the Software ("Acceptance Period") to reasonably evaluate and test the Software to confirm that it performs without any material defects and in accordance with 3M's user Documentation. Client, during the Acceptance Period, shall immediately notify 3M in writing (with reasonable detail to permit 3M to diagnose and recreate the alleged defect) of any material defects in the Software, which must be corrected prior to payment being made. Thereafter, unless agreed otherwise by the parties, 3M shall have fifteen (15) working days in which to either repair or replace the reproducible defective Software, all at 3M's expense. If 3M is unable to reproduce the defect, the parties shall continue to work together to identify and resolve the alleged defect. In the event 3M is unable to repair or replace the Software, Client may terminate the License for the affected Software pursuant to the termination section herein. In the event it is mutually determined by the parties that the alleged defect was the fault of the Client or Client's Equipment, Client agrees to pay 3M its reasonable time and materials (at 3M's then-current published rates) incurred for 3M's diagnoses and assistance in the repair of the defect. The term "Go-Live" means the date on which the Software has passed testing in Client's "test environment" and has been signed off by Client to be moved into Client's "production environment" and is made available to Client's Authorized Users to process live data.

* * *
EXHIBIT A

BUSINESS ASSOCIATE ADDENDUM

1. Parties:

   University of Mississippi Medical Center
   Software License Agreement #21771-12 FLEX
   2506 North State Street
   Jackson, MS 39216
   ("Covered Entity")

   3M Health Information Systems Inc., a wholly owned subsidiary of 3M Company
   575 West Murray Boulevard
   Murray, UT 84123-4611
   ("Business Associate")

2. Purpose:

   Business Associate may provide certain services as set forth in the Software License Agreement ("Agreement") to Covered Entity which may require the provision by Covered Entity of Protected Health Information ("PHI") and/or Electronic Protected Health Information ("EHI") to Business Associate. As a result, Business Associate may be considered a Business Associate of Covered Entity as defined by the Health Information Insurance Portability and Accountability Act of 1996 ("HIPAA").

   Business Associate and Covered Entity intend to comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively) and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act"). Therefore, to the extent required by HIPAA, and the HITECH Act and the regulations promulgated thereunder, Business Associate agrees to maintain the confidentiality of PHI and EPHI it receives from Covered Entity, if any.

3. Definitions:

   Terms used in this Addendum shall have the same meaning as those terms in the Privacy and Security Regulations or the HITECH Act.

   The terms Protected Health Information or PHI and Electronic Protected Health Information or EPHI when used in this Addendum shall have a meaning as defined by the Privacy and Security Regulations or the HITECH Act, but for the purposes of this Addendum shall be limited to PHI and/or EPHI received from, or created or received by Business Associate on behalf of, Covered Entity. Wherever the term PHI is used in a provision in this Addendum, it shall mean, include and be applicable to EPHI. Wherever the term EPHI is used, it shall mean and be applicable to EPHI only.

4. Obligations and Activities of Business Associate: Business Associate agrees, that with respect to PHI, it will:

   a. not use or further disclose PHI other than as permitted or required by this Addendum or as Required By Law;

   b. use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Addendum. Without limiting the generality of the foregoing, Business Associate will:

      (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity;

      (ii) Ensure that any agent, including a subcontractor, to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect it; and

      (iii) Report to the Covered Entity any Security Incident related to an information system containing PHI of which it becomes aware;
c. report to Covered Entity any discovery of a breach of unsecured PHI, without unreasonable delay, or any use or disclosure of the PHI not provided for in this Addendum of which it becomes aware;

d. to the extent Business Associate maintains or otherwise holds, uses or discloses Unsecured PHI, as defined under the HITECH Act, or guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary"), without unreasonable delay, notify Covered Entity of any Breach (as defined under the HITECH Act) of Unsecured PHI of which Business Associate becomes aware. Such report shall include at least, to the extent known, the identity of each individual whose information was, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach,

e. ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same PHI restrictions and conditions that apply to Business Associate through this Addendum with respect to such PHI;

f. make available PHI maintained by Business Associate or its agents in accordance with this Addendum to Covered Entity upon reasonable notice and in accordance with applicable law in order to meet the requirements of 45 CFR §164.524;

g. to the extent Business Associate maintains PHI in a Designated Record Set, incorporate any amendments or corrections to such PHI in accordance with applicable law and to the extent applicable to this Addendum that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity. Any such amendment or correction made to PHI in a Designated Record Set at the direction of the Covered Entity shall be the responsibility of the Covered Entity,

h. document disclosures of PHI made pursuant to applicable law and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or Section 13401(c)(3) of the HITECH Act;

i. make available to Covered Entity the information collected in accordance with Section 4(a) of this Addendum as is in the possession of Business Associate to satisfy the applicable requirements for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or Section 13401(c)(3) of the HITECH Act;

j. make internal practices, books, and records, relating to the use and disclosure of PHI received from Covered Entity, available to the Secretary of the United States Department of Health and Human Services, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with applicable law; and

k. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

5. Permitted Uses and Disclosures by Business Associate: Business Associate acknowledges that it may have statutory duties under the HITECH Act and Business Associate will comply with all applicable duties under the HITECH Act. Effective February 17, 2010, Business Associate will comply with all applicable provisions of 45 CFR §§164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Standards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 CFR §164.312 ("Technical Safeguards"), Business Associate shall consider applicable guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI:

a. on behalf of, or to provide services to, Covered Entity, as provided for in the Agreement and in accordance with the Privacy Rule; Business Associate shall request, use and disclose only the minimum amount of PHI necessary to accomplish the intended purpose of such request, use or disclosure;

b. for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that, in the case of disclosure to third parties, Business Associate shall obtain reasonable assurances from the person or entity to whom the PHI is disclosed that it will remain confidential, be used or further disclosed only as required by law or for the purpose for which it was disclosed, and the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;

c. to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(ii)(B); and

d. to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
e. As of the effective date of Section 13405(d) of the HITECH Act, Business Associate may not receive remuneration in exchange for PHI unless permitted by the HITECH Act or regulations issued by the Secretary, except that any remuneration received by Business Associate for activities involving the exchange of PHI that the Business Associate undertakes on behalf of Covered Entity under the Agreement shall not be a violation of this Section.

6. Obligations of Covered Entity: Covered Entity shall:

a. not transmit or otherwise deliver to Business Associate Unsecured PHI. Any Secured PHI, as defined under the HITECH Act and guidance issued by the Secretary, transmitted or otherwise delivered by Covered Entity to Business Associate shall be secured consistent with a technology standard that is developed, designated, or endorsed in guidance issued by the Secretary;

b. notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

c. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

d. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. Term and Termination

a. Term. The Term of this Addendum begins on the Effective Date (above), and ends when the Agreement between Covered Entity and Business Associate has terminated or all PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, whichever is later.

b. Termination for Cause. If Business Associate breaches a material term of this Addendum, Covered Entity has the right, but not the obligation to either:

   (1) Provide an opportunity for the Business Associate to cure the breach or end the violation;

   (2) Immediately terminate the underlying Agreement(s) between Covered Entity and Business Associate; however, all rights and obligations arising prior to such termination shall remain in effect. All other Agreements between Covered Entity and 3M Company shall remain in effect in accordance with their terms; or

   (3) report the violation to the Secretary in accordance with applicable law only in cases where neither termination nor cure are feasible.

c. Effect of Termination.

   (1) Except as provided in paragraph (2) of this section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI except as provided for in this Addendum.

   (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the security protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Miscellaneous

a. Third Party Beneficiaries: Nothing expressed or implied in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

b. Regulatory References. A reference in this Addendum to a section in the Privacy Rule or the Security Regulations means the section as in effect or as amended.

c. This Addendum supersedes and replaces any other agreement terms with 3M Health Information Systems with respect to the terms and obligations relating to HIPAA and PHI.
d. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

e. Survival. The respective rights and obligations of Business Associate under Section 7.c of this Addendum shall survive the termination of this Addendum.

f. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy and Security Regulations.

FORM BAA 14JAN2010 PB

* * *
EXHIBIT B - 1

THIRD PARTY CONTENT ADDENDUM

AMA TERMS AND CONDITIONS

The following terms and conditions apply to Client’s use of 3M Software containing Current Procedural Terminology and/or material published in CPT® Assistant (collectively referred to herein as “AMA Editorial Content”) in addition to the terms and conditions set forth in the License Agreement (“Agreement”). In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B-1, with respect to Client’s use of the AMA Editorial Content, the terms and conditions of this Exhibit B-1 shall control.

1. Grant of Rights Restrictions. Client has a nontransferable, non-exclusive license to use the AMA Editorial Content contained within the 3M Software solely for its internal purposes within the United States. Client is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translations), transferring, selling, leasing, licensing or otherwise making the AMA Editorial Content, or a copy or portion thereof, available to any unauthorized party. Client’s access to updated AMA Editorial Content depends upon a continuing contractual relationship between 3M and the AMA. Client shall ensure that anyone with authorized access to the AMA Editorial Content will comply with the provisions of the Agreement, including this Exhibit B-1. Any printing or downloading of CPT® Assistant from the 3M Software must be solely for Client’s internal use, without any modification to the content, and in such a way that all references to the AMA are included.

2. Notices. CPT and CPT Assistant are copyrighted works of the American Medical Association. CPT is a registered trademark of the American Medical Association. The following U.S. Government Rights notice shall apply: U.S. Government Rights. This product includes CPT and/or CPT Assistant which is commercial technical data and/or computer data bases and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60610. 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 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

3. Backup Rights. Client may make backup copies of the 3M Software containing AMA Editorial Content for backup or archival purposes only provided that all notices of proprietary rights, including trademark and copyright notices, appear on all backup or archival copies made.

4. Warranty Disclaimer. TO THE FULLEST EXTENT POSSIBLE UNDER MISSISSIPPI LAW, ALL WARRANTIES (EXPRESS AND IMPLIED) INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING ARE DISCLAIMED WITH RESPECT TO THE AMA EDITORIAL CONTENT. STATE’S USE OF THE AMA EDITORIAL CONTENT AS CONTAINED IN THE 3M SOFTWARE IS “AS IS” WITHOUT ANY LIABILITY TO 3M OR THE AMA INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT THE AMA EDITORIAL CONTENT WILL MEET STATE’S REQUIREMENTS. THE SOLE RESPONSIBILITY OF THE AMA IS TO MAKE AVAILABLE TO 3M REPLACEMENT COPIES OF THE AMA EDITORIAL CONTENT IF THE DATA IS NOT INTACT. THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE AMA EDITORIAL CONTENT.
EXHIBIT B - 2

THIRD PARTY CONTENT ADDENDUM

HEALTH FORUM TERMS AND CONDITIONS

3M's Coding Reference Software contains AHA Coding Clinic™ for ICD-9-CM; and 3M's Coding Reference Plus Software contains ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, and AHA Coding Clinic™ for HCPCS. To the extent Client has licensed the 3M Coding Reference Software or the 3M Coding Reference Plus Software, the following terms and conditions apply to Client's use of such Software in addition to the terms and conditions set forth in the License Agreement ("Agreement"). In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B-2, with respect to Client's use of such AHA software, the terms and conditions of this Exhibit B-2 shall control.

ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-9-CM Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

It is understood that Health Forum, LLC did not enter the ICD-9-CM Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information. Health Forum, LLC, to the extent permitted by Mississippi law, makes no warranties of merchantability or fitness for a particular purpose. Health Forum, LLC, shall, to the extent permitted by Mississippi law, have no liability to anyone, including 3M and Client, for lost profits or indirect or consequential damages. Health Forum, LLC, makes no warranties of any kind with respect to 3M, its products or services.

AHA Coding Clinic™ for ICD-9-CM is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for ICD-9-CM may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for ICD-9-CM information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA, to the extent permitted by Mississippi law, makes no warranties of merchantability or fitness for a particular purpose. AHA, to the extent permitted by Mississippi law, shall have no liability to anyone, including 3M and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to 3M, its products or services.

AHA Coding Clinic™ for HCPCS is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for HCPCS may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for HCPCS information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA and 3M make no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including 3M and the State, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to 3M, its products or services.

The printing or downloading of ICD-9-CM Coding Handbook, AHA Coding Clinic™ for ICD-9-CM and AHA Coding Clinic™ for HCPCS (collectively, the "HF Documentation") or any portion thereof, is prohibited, other than the printing of an excerpt from HF Documentation on a specific topic without any modification to the excerpt for internal use only by the Authorized Site as long as the source of the excerpt(s) is printed on the printout(s).

The text of HF Documentation is and will remain inaccessible to other programs capable of generating paper printouts of HF Documentation (excluding the print screen functionality of Windows software) by encrypting all files containing source text of HF Documentation.

* * *
EXHIBIT B - 3

THIRD PARTY CONTENT ADDENDUM

NOTICES

LOINC NOTICE

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SNOMED CT
RxNorm

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Certain 3M Software may include SNOMED Clinical Terms® (SNOMED CT®) which is used by permission of the International Health Terminology Standards Development Organization (IHTSDO). All rights reserved. SNOMED CT®, was originally created by The College of American Pathologists. "SNOMED" and "SNOMED CT" are registered trademarks of the IHTSDO.
**Exhibit C**

**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:**
Willis of Minnesota, Inc.
c/o 30 3000 Century Blvd.
28 1501 N. Capital of Texas Hwy.
Austin, TX 78741

**INSURED:**
3M Company
3M Insurance Department
P.O. Box 224-5829
St. Paul, MN 55164

**COVERAGES**

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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES** (Attach Acord 101. Additional coverage schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

**Evidence of Coverage**

---

ACORD 25 (2010/05)

The ACORD names and logos are registered marks of ACORD.
Exhibit 1

***CONFIDENTIAL***

EXHIBIT D

EXECUTABLE OPTION 1

3M 360 Encompass System

The Client may exercise this option at any time during calendar year 2012 or 2013 by providing written notice to 3M and providing 3M with a Purchase Order reflecting applicable fee option below. Upon the Client's written notice 3M and Client shall, without unreasonable delay, but in no event more than sixty (60) days, mutually establish the Kickoff and Go-Live Dates below and 3M will deliver a Statement of Work for the products contemplated by this Option 1. This Executable Option 1 ("Option 1") will expire on December 31, 2013 unless mutually extended by the parties.

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| 111186 | | | HOLMES COUNTY HOSPITAL & CLINIC--LEXINGTON, MS | | | |
| 9. | Add | 360E CODING EXCLNC | 360 Encompass System - Coding Excellence | Access Site | $37,015.00 | $30,985.90 | $32,535.20 |
| 10. | Add | 360E CODING EXCL & T | 360 Encompass System - Coding Excellence I&T* | | $500.00 | $500.00 | $500.00 |
| 11. | Add | 360E CAC INPATIENT | 360 Encompass System - Computer Assisted Coding Inpatient | | $4,856.50 | $4,856.50 | $5,099.33 |
| 12. | Add | 360E CAC INPATNT I & T | 360 Encompass System - Computer Assisted Coding Inpatient I&T* | | $9,000.00 | $9,000.00 | $9,000.00 |
| 14. | Add | 360E CAC OUTPTNT I & T | 360 Encompass System - Computer Assisted Coding Outpatient I&T* | | $9,000.00 | $9,000.00 | $9,000.00 |
| 15. | Add | 360E CDI | 360 Encompass System - Clinical Documentation Improvement System Software | | $3,128.50 | $3,128.50 | $3,284.93 |
| 16. | Add | 360E CDI I&T | 360 Encompass System - Clinical Documentation Improvement System Software I&T* | | $16,000.00 | $16,000.00 | $16,000.00 |
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CONSULTING SERVICES FEES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FIRST YEAR FEES:</strong></td>
<td>$670,284.48</td>
<td>$691,898.73</td>
</tr>
</tbody>
</table>

The fees quoted above are guaranteed until December 31, 2013.

The product(s) and/or service(s) listed above may be licensed and/or purchased by supplying a purchase order and this executable option page.

I&T = Implementation and Training  PI = Phone Installed  CI = Customer Installed

1. **The Software and Services** being added to this Agreement, as of the Effective Date of this Agreement, are to be provided to Client by 3M as set forth in the Agreement, the Statement of Work, and the additional terms and conditions set forth in this Executable Option 1:

   a. **Implementation Plan.** Upon signature, Client and 3M will, without unreasonable delay, but in no event more than thirty (30) business days, mutually agree on the "Milestones and Proposed dates" noted below. Any changes to the scope of the project will be by signed amendment to the Agreement (changes in scope of project may require additional implementation and training fees).

   **Milestones:**
   - **Kickoff Meeting:** Meeting with project team to kick off project and define roles and responsibilities for project
   - **Onsite User Training/Go Live:** End user training on application completed and client goes live with software

   **Proposed Date:**
   - mutually agreed upon dates
   - mutually agreed upon dates

2. If Client agrees to license the 3M® 360 Encompass™ Software ("360 Encompass"), any Software products or Services which Client has previously licensed/purchased which are included in 360 Encompass will be terminated. Any prepaid and unused Software license and/or Services fees will be applied to the first year of Client's 360 Encompass fees.

3. The above pricing is contingent on the status of Client's CDI program.

4. One-Time fee(s) are contingent on total number of trainees. The above one-time fee(s) is based on installation and training for 8 users. Additional trainees will require additional fee(s).

5. One-time Implementation fees include travel.

6. Total first year fees for the products on this proposal are due as follows:

   - **100%** of all one-time (Implementation and Training [I&T] and Services) fees for each Phase (as defined below) shall be invoiced upon completion of the installation/implementation for that Phase, and due upon Client's acceptance of the Software as specified in Article 10.25 of the Agreement, and

   - **100%** of the Software license fees for each Phase shall be invoiced upon the "Go-Live" milestone for that Phase set forth by this Agreement and due upon Client's acceptance of the Software as specified in Article 10.25 of the Agreement. The Software license fees for each Phase shall be prorated from the date of installation/implementation for that Phase to the next anniversary of the Agreement's Software Installation/Implementation Date following installation/implementation for that Phase.

   * **Phase 1** - Coding Excellence (all Software and Services within the "Coding Excellence" portion of the 360 Encompass project package
   * **Phase 2** - Computer Assisted Coding - Inpatient (all Inpatient Software and Services within the "Computer Assisted Coding" portion of the 360 Encompass project package
***CONFIDENTIAL***

* Phase 3 - Computer Assisted Coding - Outpatient (all Outpatient Software and Services within the "Computer Assisted Coding" portion of the 360 Encompass project package

* Phase 4 - Clinical Documentation Improvement System ("CDIS") (all CDIS Software and Services within the "CDIS" portion of the 360 Encompass project package

* * *
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**Exhibit D continued**

**EXECUTABLE OPTION 2**

3M MDAssist®

The Client may exercise this option at any time during calendar year 2012 or 2013 by providing written notice to 3M and providing 3M with a Purchase Order reflecting applicable fee option below. This Executable Option 2 ("Option 2") will expire on December 31, 2013 unless mutually extended by the parties.

<table>
<thead>
<tr>
<th>WEB</th>
<th>UNIVERSITY OF MISSISSIPPI MEDICAL CENTER–JACKSON, MS, H12540066</th>
<th>2012 OPTION</th>
<th>2013 OPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 Beds</td>
<td>HOLMES COUNTY NTY HOSPITAL &amp; CLINIC–LEXINGTON, MS H12540038</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Add CAPDESABALIC</td>
<td>MDAssist with integration to 3M ESA software</td>
<td>$325,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Add CAPDESACONFIG</td>
<td>MDAssist install, configuration and project management for ESA customer</td>
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</tr>
<tr>
<td>3</td>
<td>Add DOCDINCAPD</td>
<td>ChartLinc Document Download to ChartScript for MDAssist</td>
<td>$5,000.00</td>
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<td>4</td>
<td>Add DICDUBCAOD-IT</td>
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<td>$6,000.00</td>
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**Fee Breakout:**

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</tr>
</thead>
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<td>TOTAL FIRST YEARS SOFTWARE LICENSE &amp; SUPPORT FEES:</td>
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<td>$330,000.00</td>
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<tr>
<td>*TOTAL ONE TIME, IMPLEMENTATION &amp; TRAINING FEES:</td>
<td>$76,000.00</td>
<td>$76,000.00</td>
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<tr>
<td><strong>TOTAL CONSULTING SERVICES FEES:</strong></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL FIRST YEAR FEES:</td>
<td>$406,000.00</td>
<td>$406,000.00</td>
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</table>
APPENDIX 1

ANNUITY SOFTWARE TERMS AND CONDITIONS

IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL APPLY TO SOFTWARE LICENSED UNDER THIS APPENDIX (“ANNUITY SOFTWARE”) EXCEPT THAT THOSE PROVISIONS OF THE AGREEMENT WHICH, BY THEIR NATURE OR AS SPECIFICALLY IDENTIFIED, APPLY ONLY TO 3M PERPETUAL SOFTWARE, OR PROFESSIONAL, CONSULTING OR OTHER SERVICES SHALL NOT APPLY TO ANNUITY SOFTWARE.

Initial License Term: Five (5) year(s), Quarterly

1. Definitions. Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to them in the Agreement.

   1.1. “Annuity Software” means 3M Software and Third Party Content licensed to Client on a quarterly basis.

   1.2. "License Start Date" means: (a) the date on which the first item of Software is put into use by, or is made available to, Client for any purpose other than for testing, or (b), for Client-installed Software, upon download or seven (7) days after shipment.

   1.3. "License Term" means with respect to this Appendix and Licenses granted hereunder, the period of time commencing upon the License Start Date and continuing for the initial License Term set forth above unless this Appendix is terminated pursuant to a provision of Section 9 of the Agreement. Thereafter, the License Term provided under this Addendum may, upon the mutual written agreement of the parties, be renewed for an additional term ("Renewal Term"), the length of which will be agreed upon by the parties at least thirty (30) days prior to the expiration of any then-current term.

2. License. Subject to the provisions of the Agreement, 3M grants Client a nontransferable, nonexclusive, term license during the applicable Term to install the Software at Client's designated installation Site(s) (listed on Schedule 1 to this Appendix) within the United States of America and permit Client's Authorized Users to execute, access and otherwise use the Software and Documents solely for purposes of processing transactions for the Authorized Sites listed in the Software Schedule to this Appendix.

3. Maintenance and Support. Provided that Client is current in its payment of the annual License fees for the Annuity Software, 3M shall provide to Client the Support Services for such Software as set forth in the Agreement.

4. Annuity Software Performance Warranties. 3M represents and warrants that, so long as Client has licensed the 3M Software from 3M on a continuous and uninterrupted basis from the License Start Date and, where applicable, has installed and is using the then-current or immediately preceding 3M Software Update level, the 3M Software shall perform in substantial accordance with the Documents; however, 3M does not represent or warrant that the operation of the 3M Software will be uninterrupted or error-free or that defects can be corrected. Upon receipt of written notice from Client that 3M Software fails to meet this warranty, 3M shall provide Support Services in accordance with the terms of the Agreement. In the event 3M is unable to remedy a breach of warranty as set forth in this Section, State shall return all copies of the non-conforming 3M Software to 3M and 3M shall refund Client a pro rata amount for the unused portion of the prepaid License fee, at which time the applicable License and the corresponding Support Services shall be automatically terminated.

5. Annuity Software Invoicing; Payment; Fees. License fees for each item of Annuity Software for all Authorized Sites are set forth in Schedule 1 hereto and shall be invoiced to Client as set forth below. Client shall pay all license fees with respect to Third Party Software to 3M.

   (i) Invoicing and Payment for License Fees.

   a. First Year of the Initial Term. Annuity Software license fees, set forth in the Software Schedule of this Appendix 1 for Software item(s) denoted on the Schedule with an action of “Add” will be invoiced to Client on or shortly after the implementation date for that item of Software and payable upon acceptance of that Annuity Software by Client as specified in Section 10.25 of the Agreement. Client acknowledges that item(s) denoted on the Schedule with an action of “Renew” are currently installed and have been accepted by Client and shall be invoiced on or shortly after the full execution of this Agreement. If such item of Software is the first item of Software to be implemented under the Agreement, its installation will establish the License Start Date, as herein defined. If such item of Software is not the first item of Software implemented under the Agreement and for all other items of Annuity Software implemented during the first year, the license fees for such Software will be prorated from the implementation date for that item of Software to the next anniversary of the License Start Date.

   b. Second and Subsequent Years of the Initial Term. Annuity Software License fees for the second and subsequent years of the Initial Term, shall be communicated to the State by e-mail, U.S. mail, or courier at least sixty (60) days prior to the anniversary of the License Start Date and shall be due on the anniversary of the License Start date. Total License fee increases, if any, in the second and subsequent
years of the Initial Term shall not exceed five percent (5%) of the License fee for the immediately preceding year unless otherwise indicated on the Software Schedule to this Appendix.

c. **Additional Software and/or Authorized Sites.** During the Initial Term or any Renewal Term of this Appendix, the parties, upon mutual consent, may add new items of Annuity Software or additional Authorized Sites to this Appendix. For the administrative convenience of the parties, 3M shall prorate the first year's license fees for any new items of Annuity Software and/or new Authorized Sites from the implementation date for that item of Software or new Site to the next anniversary of the License Start Date.

d. **Renewal after the Initial Term.** Annuity Software License fees for years after the Initial Term for which the License is renewed shall be at 3M's then-current License fee less any applicable discount, which shall be communicated to the Client at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term.

e. **Additional Software.** In the event Client has licensed an additional copy of Software at a discounted rate based upon the original Software's current license fee and Client cancels the original copy of the Software from the Agreement, the additional copy of the Software will be priced at the then-current list price for the Software, less any applicable discount.

* * *
Exhibit 1

**CONFIDENTIAL**

**SCHEDULE 1**

**ANNUITY SOFTWARE SCHEDULE**

The software listed hereunder shall be governed by the terms and conditions of the agreement and Appendix 1.

<table>
<thead>
<tr>
<th>S/O ITEM</th>
<th>CPU ACTION</th>
<th>SKU</th>
<th>PRODUCT/SERVICE DESCRIPTION</th>
<th>SITE TYPE</th>
<th>LIST PRICE</th>
<th>FIRST YR FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>111006</td>
<td>Renew</td>
<td>CDIS</td>
<td>CDIS Software License</td>
<td>Install</td>
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<td>$38,198.00</td>
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<tr>
<td></td>
<td>Renew</td>
<td>AUDEXPSYS</td>
<td>Audit Expert System</td>
<td>Access</td>
<td>$47,527.00</td>
<td>$39,493.46</td>
</tr>
<tr>
<td></td>
<td>Renew</td>
<td>CRSNOCAS</td>
<td>Coding &amp; Reimbursement System without Clinical Analyzer Software</td>
<td>Install/Access Site</td>
<td>$123,468.00</td>
<td>$90,132.04</td>
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<tr>
<td></td>
<td>Renew</td>
<td>CODREF</td>
<td>Coding Reference Software †</td>
<td>Site</td>
<td>$8,915.00</td>
<td>$8,469.16</td>
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<tr>
<td></td>
<td>Renew</td>
<td>CODREFPL</td>
<td>Coding Reference Plus Software †</td>
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<td>$7,384.00</td>
<td>$7,014.07</td>
</tr>
<tr>
<td></td>
<td>Renew</td>
<td>CONNSFT BAS</td>
<td>Connections Software Basic</td>
<td>Site</td>
<td>$3,486.00</td>
<td>$3,485.54</td>
</tr>
<tr>
<td></td>
<td>Renew</td>
<td>MND MS A&amp;B</td>
<td>Medical Necessity Dictionaries MS Part A&amp;B</td>
<td>Site</td>
<td>$29,577.00</td>
<td>$21,487.40</td>
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<tr>
<td></td>
<td>Renew</td>
<td>S-APR-DRG</td>
<td>S-All Patient Refined DRG Software</td>
<td>Site</td>
<td>$43,652.00</td>
<td>$31,865.26</td>
</tr>
<tr>
<td></td>
<td>Renew</td>
<td>APRDRCAS</td>
<td>Advanced Analyzer</td>
<td>Site</td>
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<tr>
<td></td>
<td>Renew</td>
<td>CGS-APC</td>
<td>Core Grouping Software APC Grouper with Generic HOPD Reimbursement</td>
<td>Site</td>
<td>$17,524.00</td>
<td>$14,369.68</td>
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<td></td>
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<td>FINANCECHARGE QUARTER</td>
<td>Finance Charge - Quarterly Billing Cycle</td>
<td>Site</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**RENEWAL SITE SUBTOTAL:**

$285,265.00

For the Purpose of this Agreement, the Software Implementation Date for the University of Mississippi Medical Center, Inc. Items 1-11, is deemed to be upon execution.

| 109613   | Add        | MNAPC MS A | Medical Necessity for APCfinder MS Part A | Install/Access Site | $17,256.00 | $11,216.40   |
|          | Add        | PCRS      | Physician Coding And Reimbursement System | Site      | $20,117.00 | $23,875.94   |
|          | Add        | PCRS I&T  | Physician Coding And Reimbursement System I&T* | Site      | $500.00    | $500.00       |
|          | Add        | APC       | APCfinder Software | Site      | $15,155.00 | $15,777.50   |
|          | Add        | APC I&T   | APCfinder Software I&T | Site      | $500.00    | $500.00       |
|          | Add        | RCS APR MS | Reimbursement Calculation Software MS Medicaid | Site      | $7,672.00  | $6,754.30    |
|          | add        | RCS I&T   | Reimbursement Calculation Software MS Medicaid I&T | Site      | $500.00    | $500.00       |
|          | Add        | FINANCECHARGE QUARTER | Finance Charge - Quarterly Billing Cycle | Site      | $0.00      | $0.00        |

**ADD-ON SITE SUBTOTAL:**

$49,923.84

| 103235   | Renew      | CODEF     | Codefinder Software | Site      | $5,570.00  | $4,567.40    |
|          | Renew      | DRGF      | ORGfinder Software | Site      | $1,950.00  | $1,999.00    |
|          | Renew      | CPTF      | HCPCS/CPTfinder Software | Site      | $2,785.00  | $2,283.70    |
|          | Renew      | RCS MEC   | Reimbursement Calculation Software Medicare | Site      | $866.00    | $710.12      |
|          | Renew      | CODREF    | Coding Reference Software † | Site      | $2,729.00  | $2,729.00    |
|          | Renew      | CODREFPL  | Coding Reference Plus Software † | Site      | $2,476.00  | $2,476.00    |
|          | Renew      | CONNSFT BAS | Connections Software Basic | Site      | $0.00      | $0.00        |
|          | Renew      | APC       | APCfinder Software | Site      | $3,063.00  | $1,531.50    |

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### Exhibit 1

**3 ENTERPRISE SOFTWARE LICENSE AND SERVICES AGREEMENT**

### **CONFIDENTIAL**

<table>
<thead>
<tr>
<th>S/O</th>
<th>CPU ACTION</th>
<th>SKU</th>
<th>PRODUCT/SERVICE DESCRIPTION</th>
<th>SITE TYPE</th>
<th>LIST PRICE</th>
<th>FIRST YR FEE</th>
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<tbody>
<tr>
<td>28</td>
<td>Renew</td>
<td>CGS-APC</td>
<td>Core Grouping Software APC Grouper with Generic HOPD Reimbursement</td>
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<td>$3,479.00</td>
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<td>Finance Charge - Quarterly Billing Cycle</td>
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<td>$0.00</td>
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**RENEWAL SITE SUBTOTAL:**

$18,749.50

*For the Purpose of this Agreement, the Software Installation Date for Holmes County Hospital & Clinic, line items 20-29, is deemed to be upon execution of this agreement. 3M and Client agree that the Software Licensed herein shall be coterminal with the end date of this Agreement. To accomplish this, 3M shall pro-rate these Software License fees for the first year of the term from execution of this Agreement to June 30, 2013.*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>CPU ACTION</th>
<th>SKU</th>
<th>PRODUCT/SERVICE DESCRIPTION</th>
<th>SITE TYPE</th>
<th>LIST PRICE</th>
<th>FIRST YR FEE</th>
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<tbody>
<tr>
<td>109757</td>
<td>Add</td>
<td>MNAPC MS A</td>
<td>Medical Necessity for APCfinder MS Part A</td>
<td>Access Site</td>
<td>$5,683.00</td>
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<td>Physician Coding And Reimbursement System</td>
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<td>Advanced Analyzer</td>
<td></td>
<td>$6,925.00</td>
<td>$7,318.50</td>
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<tr>
<td>32</td>
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<td>S-All Patient Refined DRG Software</td>
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<td>$6,824.00</td>
<td>$3412.00</td>
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<td>34</td>
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<td>RCS APR MS</td>
<td>Reimbursement Calculation Software MS Medicaid</td>
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<td>$866.00</td>
<td>$433.00</td>
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<td>35</td>
<td>Add</td>
<td>PHONE INST I&amp;T</td>
<td>Phone Install I&amp;T (Server/access site set up)*</td>
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<td>$500.00</td>
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**ADD-ON SITE SUBTOTAL:**

$17,674.10

*The software listed below (items 37-45) shall be provided to Client in accordance with the terms and conditions of the agreement and appendix 6 (Education and Demonstration Terms of Use) hereunder.*

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<th>PRODUCT/SERVICE DESCRIPTION</th>
<th>SITE TYPE</th>
<th>LIST PRICE</th>
<th>FIRST YR FEE</th>
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<tbody>
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<td>114887</td>
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<td>Ambulatory Patient Grouping Generic</td>
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<td>APCfinder Software</td>
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<td>Coding Reference Plus Software†</td>
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<td>Coding, Classification And Reimbursement System</td>
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<td>$0.00</td>
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<td>Coding Reference Software†</td>
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<td>Connections Software Basic</td>
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<td>$0.00</td>
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</tr>
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</table>

**SITE SUBTOTAL:**

$3,954.57

*For the Purpose of this Agreement, the Software Installation Date for University of Mississippi Medical Center (School), lines 37-45, is deemed to be upon execution of the Agreement. 3M and Client agree that the Software Licensed herein shall be coterminal with the end date of this Agreement. To accomplish this, 3M shall pro-rate these Software License fees for the first year of the term from execution of this Agreement to June 30, 2013. (Note: These dates need to be updated.)*

**ANNUITY FEE BREAKOUT:**

**TOTAL FIRST YEARS SOFTWARE LICENSE & SUPPORT FEES:**

$375,567.01

**TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:**

$2,000.00

**TOTAL CONSULTING SERVICES FEES:**

$0.00

**TOTAL FIRST YEAR FEES:**

$377,567.01

1 Subject to Section 5(i)e
APPENDIX 2

PERPETUAL SOFTWARE TERMS AND CONDITIONS

IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL APPLY TO STATES ACCESS AND USE OF 3M PERPETUAL SOFTWARE.

Term: Perpetual

1. Definitions. Terms not further defined hereunder shall have the same meaning as set forth in the Agreement.

   1.1 "Perpetual Software" for the purpose of this Appendix, shall mean the 3M Software listed on the Perpetual Software Schedule, attached hereto as Schedule 2, and made part of the Agreement by this reference, including, but not limited to, Updates, upgrades, modified versions, additions, and copies of the Perpetual Software, if any, Licensed to Client by 3M.

   1.2 "Perpetual Software Term" with respect to the Perpetual Software; will become effective on the date the Perpetual Software is accepted by the Client as specified in Section 10.25 of the Agreement and will remain in effect perpetually unless and until terminated, by either party, in accordance with the provisions of the Agreement and/or this Appendix.

2. Perpetual Software Implementation and Training. When requested by the Client, in consideration for the implementation and training fees listed on Schedule 2 hereto, 3M will use reasonable efforts to provide implementation and training services as set forth in Section 2 of the Agreement, or as further defined on a Scope of Work.

3. Perpetual Software Warranty. Subject to Section 6 of the Agreement, 3M warrants for a period of ninety (90) calendar days from acceptance of the Perpetual Software by Client (the "Warranty Period") that the Perpetual Software will operate in substantial conformance with the applicable Documentation when properly installed on the recommended hardware device for which they are intended; however, 3M does not warrant that the operation of the Perpetual Software will be uninterrupted or error-free. If 3M receives, during the Warranty Period, a completed written warranty claim, specifying the non-conformance, in reasonable detail, 3M will, at its option, correct the non-conformance or replace the affected Perpetual Software. In the event 3M is unable to repair or replace the affected Perpetual Software, 3M shall refund Client the fees paid for the affected Perpetual Software based on net value of the Software.

4. Perpetual Software Termination. Notwithstanding Section 9.2 (Termination), but subject to Section 9.3 (Obligations upon Termination) of the Agreement, Client may terminate the Perpetual Software License at any time during the Perpetual Software Term upon written notice to 3M. 3M may terminate the Perpetual Software License upon notice to Client for failure to comply with this Agreement.

5. Perpetual Software Support. Upon conclusion of the Warranty Period, Client may, at its option, elect annual Support Services for the Perpetual Software. Client must add the item(s) of Perpetual Software to the Perpetual Software Support Schedule and agree to the additional terms and conditions of Appendix 3 (the terms and conditions applicable to Perpetual Software Support) prior to the expiration of the Perpetual Software Warranty Period.

6. Payment of Fees.

   6.1. Perpetual Software. Subject to Section 8 (Payment Terms) of the Agreement, unless set forth otherwise, Client shall pay 3M for the Perpetual Software License fees after acceptance of the Perpetual Software by Client as specified in Section 10.25 of the Agreement.

   6.2. Implementation and Training Services. Subject to Section 8 (Payment Terms) and Section 8 (Delays; Cancellations) and Section 8 (Business-related Travel) of the Agreement, 3M will invoice Client and Client will pay the Implementation and Training fees upon completion of the Services. Client shall pay all reasonable Business-related Travel costs associated with the Implementation and Training Services per Section 8 of the Agreement.

   6.3. Purchased Equipment. Subject to Section 8 (Payment Terms) of the Agreement, Client shall pay 3M an amount equal to 100% of the Purchased Equipment fees upon delivery of the Purchased Equipment to Client’s designated Installation Site and acceptance of same by Client. Unless otherwise stated, Purchased Equipment shall be FOB Origin.
*****CONFIDENTIAL***

SCHEDULE 2
PERPETUAL SOFTWARE SCHEDULE


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<td>PRIRAP2LI</td>
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<td>RAASDL11U</td>
<td>Rapid Access Archive Sys DL (RAAS DL)</td>
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<td>23</td>
<td>SDIMSC2LI</td>
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| FINANCECHARGE | QUARTER | Finance Charge - Quarterly Billing Cycle | $0.00 |

**SUBTOTAL:**

$121,224.00

Lines 1-27 above are previously licensed products. Lines 28-31 have not yet been installed. These one-time fees will be billed once accepted.
### 3. Enterprise Software License and Services Agreement

---

**Exhibit 1**

---

### ***CONFIDENTIAL***

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**Subtotal:** $107,637.00

**Perpetual License Fee Breakout:**

**Add-on Total One Time License, Implementation & Training Fees:** $228,861.00

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---
APPENDIX 3

PERPETUAL SOFTWARE SUPPORT SERVICES
TERMS AND CONDITIONS

CLIENT CONTRACTS FOR AND 3M AGREES TO FURNISH THE SUPPORT SERVICES DESCRIBED IN THIS APPENDIX UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT AND THE ADDITIONAL TERMS AND CONDITIONS OF THIS APPENDIX.

Support Services Initial Term: Five (5) Year(s), Quarterly

1. DEFINITIONS. Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to them in the Agreement.

1.1. Support Service Term means the period during which Client is entitled to receive Maintenance and Support services hereunder, including any renewals or extensions thereof.

2. SUPPORT SERVICES

2.1. Scope of Support Services. 3M will provide the Support Services as described in Section 3 of the Agreement in relation to the Client’s licensed Perpetual Software. Client must list such Perpetual Software on the Perpetual Software Support Schedule and pay the applicable fees therefor, in full, and in advance.

2.2. Extended Support Services. Client may elect 24/7 Support Services for Perpetual Software (“Extended Support Services”) for an additional fee. Upon Client’s election, such Perpetual Software item(s) eligible for Extended Support Services shall be designated on the Perpetual Software Support Schedule hereto. In addition to the standard Support Services set forth in Section 3 of the Agreement and this Appendix, 3M will use reasonable efforts to provide Client with 24/7/365 Support Services.

2.3. Delivery of Updates. Notwithstanding Section 3.1.2 (Updates) of the Agreement, unless otherwise stated hereunder, if and when available, 3M will provide to Client any Updates to Perpetual Software that 3M makes generally available to other Perpetual Software customers who have purchased Support Services at no additional fee. Client must formally request an Update from 3M as they become available. Updates for Perpetual Software shall be delivered to Client via U.S. Mail and are designed to be Client-installable (CI).

3. SUPPORT SERVICES TERM

3.1. Support Services Initial Term. The Support Services Initial Term shall begin on the expiration of the Perpetual Software’s Warranty Period and continue in effect for the period of time set forth above (“Support Services Initial Term”). Thereafter, the Support Services provided under this Addendum may, upon the mutual written agreement of the parties, be renewed for an additional term (“Renewal Term”), the length of which will be agreed upon by the parties; provided that (i) 3M still offers Support Services for the Perpetual Software at the time of Renewal or Extension; and (ii) Client pays the then-current fees for the Support Services for the Renewal or Extended Term, as the case may be. 3M reserves the right not to renew or extend the Support Services in whole or in part if 3M no longer supports the Perpetual Software.

4. FEES, INVOICING AND PAYMENTS

4.1. Support Services Fee. The Support Services fees for each item of Perpetual Software shall be set forth on the Perpetual Software Support and Maintenance Schedule (the “Support Schedule”) and shall be invoiced to Client as set forth below. 3M SHALL HAVE NO OBLIGATION TO PROVIDE THE MAINTENANCE AND SUPPORT (NOR ANY OTHER SERVICES) WHILE ANY UNDISPUTED PAYMENTS ARE PAST DUE UNDER THIS AGREEMENT.

4.1.1. First Year of the Support Services Term. Support Services fees for the first year, as set forth on the Perpetual Software Support Schedule will be invoiced to Client prior to the expiration of the Warranty Period and Client will remit payment in accordance with Section 8 of the Agreement. Client acknowledges that the item(s) of Support Services denoted with an action of “Renew” are installed, have been accepted by Client and the Warranty Period(s) have expired and shall be invoiced upon full execution of this Agreement.

4.1.2. Second and Subsequent Years of the Initial Term. Unless otherwise specified on the Perpetual Software Support Schedule and subject to the provisions of Section 4.1.3 below, Support Services fees for the second and subsequent years of the Support Services Term shall be communicated to the Client via invoice by e-mail, U.S. mail, or courier prior to the anniversary of the then-current Support Services Term and Client shall remit payment in accordance with Section 8 of the Agreement. Support Services fees are subject to annual equitable fee increases. Total fee increases, if any, in the second and subsequent years of the Support Services Initial Term shall not exceed five percent (5%) of the fees for the immediately preceding year unless otherwise indicated on the Perpetual Software Support Schedule.

4.1.3. Additional Item(s). During the Support Services Term or any renewal and/or extension thereof, the parties, upon mutual consent, may add new items of Perpetual Software Support to this Agreement. For the administrative convenience of the parties, 3M shall
prorate the first year’s Support Services fees for the new item(s) of Perpetual Software to the next annual anniversary of the then-current Support Services Term. Thereafter, 3M will submit a single invoice for the annual license fees for all item(s) of Perpetual Software Support. The term for all items of Perpetual Software Support shall then co-terminate with the Support Services Term provided by this Agreement.

4.1.4. **Renewal and/or Extended Terms.** Any increase in Support Services fees for any Support Services Renewal and/or Extended Term shall be communicated to the Client prior to the end of the then-current term, and shall not exceed five percent (5%) of the immediately prior year’s annual fees.

5. **REACTIVATION.**

5.1. **Reactivation Fee.** Should any item(s) of Perpetual Software be properly terminated, or expire, lapse, or fail to be renewed, and if Client subsequently wishes to reactivate the Support Services for the Perpetual Software, provided 3M still offers Support Services for the Perpetual Software, Client shall, before such reactivation, pay 3M, in addition to the prepayment of the Perpetual Software Support Services Fee for the one-year period immediately following the reactivation date, a reactivation fee in an amount equal to the sum of: (i) all previously unpaid Perpetual Software Support Services Fees that Client would have been required to pay with respect to the period from the Support Services termination date to the reactivation date had Support Services not expired, lapsed, terminated or failed to be renewed; and (ii) 25% of the then-current license fees for the Perpetual Software at the time of reactivation.

* * *


### SCHEDULE 3
**PERPETUAL SOFTWARE SUPPORT SERVICES SCHEDULE**

The software listed hereunder shall be governed by the terms and conditions of the Agreement and Appendix 3.

#### UNIVERSITY OF MISSISSIPPI MEDICAL CENTER—JACKSON, MS

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**SUBTOTAL:** $800.00

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## Exhibit 1

### 3 ENTERPRISE SOFTWARE LICENSE AND SERVICES AGREEMENT

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| 38     | Add SCANAP0ES ChartScan Unlimited Points of Service - E&S Std* | 1         | $8,282.40  |
| 39     | Add CNUMP0ES Care Planning Mgr - E&S Std* | 1         | $3,230.24  |
| 40     | Add FINANCECHARGE QUARTER Finance Charge - Quarterly Billing Cycle |  | $0.00      |
|        | **SITE SUBTOTAL:**                                   |           | **$25,510.08** |

**ENHANCEMENT & SUPPORT FEE BREAKOUT:**

**TOTAL ENHANCEMENT & SUPPORT FIRST YEAR FEES:**

$322,070.87
APPENDIX 4
OTHER PROFESSIONAL SERVICES TERMS AND CONDITIONS

CLIENT CONTRACTS FOR AND 3M AGREES TO FURNISH THE OTHER PROFESSIONAL SERVICES DESCRIBED IN THIS APPENDIX UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT AND THE ADDITIONAL TERMS AND CONDITIONS OF THIS APPENDIX.

1. Professional Services. 3M shall perform the Professional Services and provide deliverables as described in a Statement of Work which shall reference this Agreement and be incorporated hereto.

2. Client’s Use of Evaluations and Advice. The parties agree and acknowledge that 3M’s Professional Service may include the evaluation and rendering of advice that may relate to the effectiveness and performance of certain personnel employed by Client. Client is free to act upon such evaluations and advice or to decide otherwise and Client acknowledges and agrees it shall be solely responsible, and not 3M, for such actions.

3. Professional Services Warranty. 3M represents and warrants that all Professional Services shall be performed by trained personnel in a good, competent and workmanlike manner in accordance with the requirements of this Agreement. Client’s exclusive remedy for a breach of this warranty shall be the re-performance of the Professional Services at 3M’s sole expense if re-performance can reasonably cure the breach. In the event that 3M fails to deliver this remedy, or if re-performance cannot reasonably cure the breach, then Client shall be entitled to a refund of the fees paid to 3M by Client for the Professional Services which gave rise to the claim.

4. Similar Services. Nothing in this Agreement shall prohibit 3M from providing Professional Services similar to those provided hereunder to other customers so long as no Client Confidential Information is used in the provision of such services.

5. Subcontractors. 3M shall be responsible for Agreement performance when 3M’s subcontractors are used. 3M requires its subcontractors, if any, to abide by all terms and conditions of the Agreement and the applicable Statement of Work.

* * *

Page 196 of 349
***CONFIDENTIAL***

SCHEDULE 4
OTHER PROFESSIONAL SERVICES

24 hours of support from a Technical Engineer, 24 hours of support from an Implementation Consultant, and 4 hours of Project Management services on Active Directory Integration Services and Disaster Recovery Services:

$6,240.00

120 hours of support from a Technical Engineer and 16 hours of Project Management services on Active Directory Integration Services and Disaster Recovery Service:

$19,320.00

30 hours for “testing to go-live” on ChartLine Physician Download:

$7,800.00

TOTAL ONE-TIME PROFESSIONAL SERVICES FEES: $33,360.00
ATTACHMENT 1 TO APPENDIX 4, SCHEDULE 4

SCOPE OF WORK 1

ACTIVE DIRECTORY INTEGRATION AND DISASTER RECOVERY SERVICES

Active Directory Integration Services:

- Assistance creating 3M user profiles that match Active Directory groups
- Assistance assigning appropriate application access within the 3M user profiles
- Installation and configuration of 3M's Active Directory Synchronization Service
- Migration of Active Directory users into 3M user profiles with bulk load utility
- Assistance and training for using the 3M user merge utility
- Assistance and training for using the 3M one-time self authentication feature
- Go-live support during the Active Directory implementation.

(24 hours of support from a Technical Engineer, 24 hours of support from an Implementation Consultant, and 4 hours of Project Management services.)

Disaster Recovery Planning Services:

- Assessment of the existing 3M technology environment
- Development of server and interface specifications for a redundant 3M environment
- Installation of the 3MHIS system in the redundant data center
- Consultation while client develops a data replication strategy for 3M products
- Consultation while client designs and documents a fail-over and cut-back process
- Assistance implementing and testing the disaster recovery and data replication strategy.

(120 hours of support from a Technical Engineer and 16 hours of Project Management services.)
APPENDIX 6

TERMS AND CONDITIONS
APPLICABLE TO
EDUCATIONAL OR DEMONSTRATION USE

IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL APPLY TO SOFTWARE LICENSED UNDER THIS AGREEMENT TO A CUSTOMER WHO IS, OR ACTS IN THE CAPACITY OF AN EDUCATIONAL INSTITUTION. Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to them in the Agreement.

A. Definitions.

A.1 “Authorized Users” for the purpose of the Software Licensed under this Appendix, means Client’s employees, staff and students only.

B. Limited License. Subject to the terms of the Agreement, 3M grants to Client, during the applicable License Term a nontransferable, nonexclusive, non-sublicensable, terminable limited license to install the Software at the Client’s designated Installation Site within the United States of America to permit Authorized Users to access and use the Software and Documents solely for education and demonstration purposes as a part of the curriculum for instruction of Client’s students (License). No other concurrent use of the Software is permitted hereunder.

C. Additional Restrictions. THE EDUCATIONAL SOFTWARE MAY NOT BE USED TO PROCESS ACTUAL TRANSACTIONS/CLAIMS DATA RELATED TO CLIENT’S HEALTHCARE OPERATIONS OR THOSE OF ANY THIRD-PARTY.

D. Implementation and Training Services. Notwithstanding Section 2.6.1 (Implementation Services) and Section 2.6.2 (Training Services) of the Agreement, and unless agreed otherwise by the parties, 3M will provide reasonable limited off-site Software implementation assistance to Client and one (1) hour of remote Training for one (1) Authorized User. In the event 3M encounters difficulties (at no fault of 3M and at 3M’s reasonable determination) assisting Client with a Software Implementation, or if Client requests additional Training on the Software, such Additional Services will be the responsibility of the Client at 3M’s then-current hourly rates with a one (1) hour minimum which 3M shall communicate to the Client prior to any additional cost being incurred.

E. Support Services. Contingent on Client’s payment of the annual License fees 3M will provide the Support Services as set forth in Section 3 of the Agreement; however, unless otherwise agreed to by the parties, the Software licensed under this Appendix shall not be eligible for Priority 1 (as defined at https://support.3Mhls.com) Support Services.

F. Limited Warranty. Notwithstanding any provision of the Agreement to the contrary, the Warranty Period for Software licensed under this Appendix shall be for a period of ninety (90) days from the License Start Date.

G. Early Termination. Notwithstanding any provision of the Agreement to the contrary, either party may terminate the License for the Software governed by this Appendix without penalty at the end of years one and two of the Initial License Term with sixty (60) days prior written notice to the other party. Upon such termination, Client’s right to access and use the Software shall terminate subject to Section 9 (Term and Termination) of the Agreement.

H. Disclaimer. Software Acceptance is not applicable to Software licensed under this Appendix.

* * *
APPENDIX 9
CODERYTE CODING SERVICES AGREEMENT

The parties acknowledge that the Client previously entered into a Services Agreement dated as of August 30, 2007 (as amended, the "Services Agreement"), pursuant to which Client acquired Coding Services specified therein from CodeRyte, Inc, which recently became a wholly owned subsidiary of 3M Company. As of the Effective Date of this Agreement, all references to CodeRyte in the above referenced Services Agreement shall mean and be deemed to be 3M as defined in the Agreement.

The parties agree the above referenced Services Agreement shall be fully incorporated herein as Appendix 9 and made part of this Agreement by this reference. Other than as set forth in this Appendix 9, all of the terms and conditions of the Services Agreement shall continue in full force and effect. TO THE EXTENT THAT ANY PROVISION OF THE SERVICES AGREEMENT IS IN CONFLICT WITH ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, THE SERVICES AGREEMENT SHALL PREVAIL WITH RESPECT TO THE CODING SERVICES, BUT ONLY TO THE EXTENT NECESSARY TO RESOLVE THE CONFLICT.

3M reserves the right to modify the names and descriptions of the Coding Services described in the Services Agreement, provided, that the delivery of the Coding Services shall remain substantially similar in scope. 3M will provide Client at least thirty (30) days notice of any such changes and such changes shall be by signed amendment to this Agreement which the Client shall not unreasonably withhold.
**CONFIDENTIAL**

**SCHEDULE 9**

**CODING SERVICES SCHEDULE**

<table>
<thead>
<tr>
<th>Product Description</th>
<th>First Year Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>CodeRyte</td>
<td>$66,500.00</td>
</tr>
</tbody>
</table>
### EXHIBIT E

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Initial Fees</th>
<th>No. of Years</th>
<th>Total Cost¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule 1 Annuity Software</td>
<td>$ 377,567.01</td>
<td>5</td>
<td>$2,077,244.81</td>
</tr>
<tr>
<td>Schedule 2 Perpetual Software</td>
<td>$ 228,861.00</td>
<td>n/a</td>
<td>$ 228,861.00</td>
</tr>
<tr>
<td>Schedule 3 Perpetual Software Support</td>
<td>$ 322,070.87</td>
<td>5</td>
<td>$1,779,644.85</td>
</tr>
<tr>
<td>Schedule 4 Other Professional Fees</td>
<td>$ 33,360.00</td>
<td>n/a</td>
<td>$ 33,360.00</td>
</tr>
<tr>
<td>Executable Option 1 3M 360 Encompass System</td>
<td>$ 670,284.48</td>
<td>5</td>
<td>$2,626,644.63</td>
</tr>
<tr>
<td>Executable Option 2 3M MDAssist®</td>
<td>$ 406,000.00</td>
<td>5</td>
<td>$1,899,458.31</td>
</tr>
<tr>
<td>Schedule 9 CodeRyte</td>
<td>$ 66,500.00</td>
<td>5</td>
<td>$ 367,454.47</td>
</tr>
<tr>
<td><strong>Not-to-Exceed 5 Year Total:</strong></td>
<td><strong>$2,104,643.36</strong></td>
<td></td>
<td><strong>$9,012,668.07</strong></td>
</tr>
</tbody>
</table>

¹ Includes 5% maximum price increase per year allowed by contract, if applicable.

The parties acknowledge and agree that during the Term of this Agreement the Client may elect to add additional Software and Services to this Agreement. Any such additional Software and Services shall be by amendment to this Agreement and the above Not-to-Exceed Total shall be adjusted accordingly.
PROJECT NUMBER 40750
AMENDMENT # 1 TO
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
3M COMPANY
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39942)

This document (hereinafter referred to as “Amendment Number 1”) shall serve to amend the original Master Software License and Services Agreement executed on September 28, 2012 (hereinafter referred to as “Master Agreement”), between 3M Company, a Delaware corporation having an office at 575 West Murray Boulevard, Murray, Utah 84123 (hereinafter referred to as “3M”), 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” and/or “UMMC”). ITS and Client are sometimes collectively referred to herein as “State”.

WHEREAS, Client desires to acquire workflow re-design services for 3M’s ClinTrac Care Planning Manager, and 3M agrees to provide such services pursuant to the terms of the Master Agreement and this Amendment Number 1;

NOW THEREFORE, ITS, Client, and 3M, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement:

Article 8.2 “Fees; Invoicing” of the Master Agreement shall be and hereby is amended so as to add the following subsection 8.2.1:

"8.2.1 As consideration for the performance of this Amendment Number 1, Client shall pay 3M an amount not to exceed the specified sum of $17,000.00 for all products, services, travel, performances and expenses under this Amendment Number 1 for the additional workflow re-design services set forth in the Exhibit A attached to this Amendment Number 1."
All other terms and conditions of the Master Agreement executed on September 28, 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: ____________________

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

Title: Executive Director

Date: 12/20/2013

3M Company

By: ____________________

Printed Name: Paulette Brimley

Title: Pricing & Contracting Director

Date: 12/17/13
EXHIBIT A  
Statement of Work ("SOW")

Background and Understanding

UMMC has expressed interest in workflow re-design services for 3M's ClinTrac Care Planning Manager. For purposes of this proposal, 3M Company, together with its subsidiaries and affiliates shall be collectively referred to herein as "3M".

Scope and Objectives

The scope of workflow re-design services that 3M will provide to UMMC pursuant to this SOW include the following:

- Remote 3M Project Management services;
- Remote ClinTrac Implementation Analyst services for custom services before and after training; and
- Six (6) onsite days of ClinTrac Implementation Consultant/Report Training services as follows:
  - 3 days – Assessment/System Management/System re-design for CPM, and
  - 3 days – Testing/Validation visit for CPM.

It is 3M's objective to equip UMMC with the necessary knowledge and information to better utilize 3M's ClinTrac solution while delivering an effective level of patient care.

Engagement Approach

The 3M's approach will be to provide a set of resources to UMMC who will bring a deep knowledge of consulting engagements, implementation projects and the 3M applications. These resources will have access to the tools, templates and experience compiled by 3M over years of managing engagements.

Assumptions

3M has made the following assumptions in the development of this proposal:

- 3M will provide project management and implementation services to provide workflow re-design services for 3M's ClinTrac Care Planning Manager module;
- ChartLinc HL7 interface services are not covered in this proposal and will be available upon execution of additional services proposal;
- Batch interface services are not covered in this proposal and will be available upon execution of additional services proposal;
Exhibit 1

- UMMC will ensure 3M’s onsite resources have access to their test and production 3M systems;
- UMMC will ensure that their resources will be available to accomplish this project within the expected timeframe; and
- UMMC will secure the appropriate training environment for the training sessions (i.e., a training room, phone, and access to the test and production 3M environments).

Professional Arrangements and Fees

3M agrees to complete the scope of work described in this proposal for the following professional services fees:

<table>
<thead>
<tr>
<th>3M Services</th>
<th>SKU</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ClinTrac Care Planning Manager workflow re-design and re-training services</td>
<td>PKGCP3FR</td>
<td>$17,000.00</td>
</tr>
</tbody>
</table>

TOTAL: $17,000.00

3M will invoice you according to the following schedule:

- The first invoice in the amount of $8,500.00 will be submitted to UMMC upon completion of the three (3) days of Assessment/System Management/System re-design for CPM.
- The remaining invoice in the amount of $8,500.00 will be submitted to UMMC upon completion of the project.
- Travel expenses are already included in the cost of services set forth in the table above.
- The quoted fee is for standard business hours (Monday through Friday). Saturday, Sunday, holiday, evening, and rush rates are available at an additional $120.00 per hour.

3M will not invoice UMMC for any additional professional fees unless UMMC either (1) requests work beyond the scope of this proposal, or (2) the key assumptions identified in this proposal are not valid. In either event, 3M will review the fees associated with any additional work in advance, and obtain written approval from UMMC before incurring any additional fees.

Per the terms of Article 8.8 of the Master Agreement, UMMC is exempt from the payment of taxes.

All work performed under this proposal shall be governed under all applicable terms and conditions as set forth in the Master Agreement that was last executed and signed by all parties on September 28, 2012. All invoices are payable within forty-five (45) days of receipt of the invoice as set forth in Article 8.7 of the Master Agreement. Also, any late payment charges will be handled as specified in Article 8.7 of the Master Agreement.
Exhibit 1

PROJECT NUMBER 41574
AMENDMENT #2 TO
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
3M COMPANY
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39942)

This document (hereinafter referred to as “Amendment Number 2”) shall serve to amend the original Master Software License and Services Agreement executed on September 26, 2012 and amended on December 20, 2013 (hereinafter referred to as “Master Agreement”), between 3M Company, a Delaware corporation having an office at 575 West Murray Boulevard, Murray, Utah 84123 (hereinafter referred to as “3M”), 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” and/or “UMMC”). ITS and Client are sometimes collectively referred to herein as “State.”

WHEREAS, Client desires to include the UMMC-Grenada location as an Authorized Site under the Master Agreement and this Amendment Number 2;

NOW THEREFORE, ITS, Client, and 3M, by entering into this Amendment Number 2 mutually agree that the following provisions shall modify the aforementioned Master Agreement:

(1) The parties agree to amend Schedule 1 “Annually Software Schedule” to the Master Agreement so as to add UMMC-Grenada and the software shown below:

<table>
<thead>
<tr>
<th>S/O Item</th>
<th>CPU Action</th>
<th>SKU</th>
<th>Authorized Site</th>
<th>List Fee</th>
<th>Total 1st Yr Annual &amp; One Time Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>156343</td>
<td>Networking</td>
<td></td>
<td>University of Ms. Medical Center-Grenada: 950 J K Avent Dr, Grenada, MS, H2540039</td>
<td>Install/Access Site</td>
<td>$5,169.00</td>
</tr>
<tr>
<td>456</td>
<td>Add</td>
<td>APC</td>
<td>APCfinder Software</td>
<td>$5,169.00</td>
<td>$4,552.10</td>
</tr>
<tr>
<td>476</td>
<td>Add</td>
<td>CODEF</td>
<td>Codefinder Software</td>
<td>$12,740.00</td>
<td>$12,389.50</td>
</tr>
<tr>
<td>486</td>
<td>Add</td>
<td>CODEF</td>
<td>Coding Reference Software</td>
<td>$3,979.00</td>
<td>$3,979.00</td>
</tr>
<tr>
<td>496</td>
<td>Add</td>
<td>CODEF</td>
<td>Coding Reference Plus Software</td>
<td>$5,326.00</td>
<td>$5,326.00</td>
</tr>
<tr>
<td>506</td>
<td>Add</td>
<td>CONNSIT TCP</td>
<td>Connessit Software TCP/IP Server</td>
<td>$2,510.00</td>
<td>$2,510.00</td>
</tr>
<tr>
<td>516</td>
<td>Add</td>
<td>CPTF</td>
<td>HPPCS/CPTfinder Software</td>
<td>$6,663.00</td>
<td>$6,175.70</td>
</tr>
<tr>
<td>526</td>
<td>Add</td>
<td>DFGE</td>
<td>DFGe Health Software</td>
<td>$5,566.00</td>
<td>$5,566.00</td>
</tr>
<tr>
<td>536</td>
<td>Add</td>
<td>FINANCE CHARGE QUARTER</td>
<td>Finance Charge - Quarterly Billing Cycle</td>
<td>$1,900.00</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>546</td>
<td>Add</td>
<td>MNAPC MS A</td>
<td>Medical Necessity for APFinder MS Part A</td>
<td>$5,028.00</td>
<td>$5,028.00</td>
</tr>
<tr>
<td>556</td>
<td>Add</td>
<td>RCS APR MS MED</td>
<td>Reimbursement Calculation Software-APR</td>
<td>$2,038.00</td>
<td>$1,534.29</td>
</tr>
<tr>
<td>566</td>
<td>Add</td>
<td>RCS MED</td>
<td>Reimbursement Calculation Software</td>
<td>$1,612.00</td>
<td>$1,612.00</td>
</tr>
</tbody>
</table>

Page 1 of 2
3M Company, UMMC-41574-SiteSource-Nov2014-Amendment #2 to Master Software License
(2) For the purpose of this Amendment Number 2, the License Start Date is deemed to be December 1, 2014. 3M, ITS and Client agree that the Software Licensed designated with "Add" in the table above shall be coterminous with other Software previously licensed hereunder that terminates on June 30. To accomplish this, 3M shall pro-rate the Software License fees shown above for the first year of the term from December 1, 2014 to June 30, 2015.

(3) Except as provided in this Amendment Number 2, all other terms and conditions of the Master Agreement executed on September 28, 2012 and amended on December 20, 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: [Signature]

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 12/18/17

3M Company

By: [Signature]

Printed Name: Paulette Brindamour
Title: Pricing & Contracting Director
Date: 12/20/17
PROJECT NUMBER 41574
AMENDMENT #3 TO
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
3M COMPANY
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39942)

This document (hereinafter referred to as "Amendment Number 3") shall serve to amend the original Master Software License and Services Agreement executed on September 28, 2012 and amended on December 20, 2013 and December 18, 2014 (hereinafter referred to as "Master Agreement"), between 3M Company, a Delaware corporation having an office at 575 West Murray Boulevard, Murray, Utah 84123 (hereinafter referred to as "3M"), 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" and/or "UMMC"). ITS and Client are sometimes collectively referred to herein as "State".

WHEREAS, Client desires to add the Physician Coding and Reimbursement System to the UMMC-Grenada location and 3M agrees to provide such pursuant to the Master Agreement and this Amendment Number 3;

NOW THEREFORE, ITS, Client, and 3M, by entering into this Amendment Number 3 mutually agree that the following provisions shall modify the aforementioned Master Agreement:

(1) The parties agree to amend Schedule 1 “Annuity Software Schedule” to the Master Agreement so as to add Physician Coding and Reimbursement System to UMMC-Grenada shown below:

<table>
<thead>
<tr>
<th>S/O Item</th>
<th>CPU Action</th>
<th>SKU</th>
<th>Authorized Site</th>
<th>List Fee</th>
<th>Total 1st Yr Annual &amp; One Time Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>156353</td>
<td>Networking</td>
<td>University of Ms Medical Center-Grenada-960 J K Avent Dr, Grenada, Ms, H12540932</td>
<td>Install/Access Site</td>
<td>$5,728.00</td>
<td>$5,155.20</td>
</tr>
<tr>
<td>58</td>
<td>Add</td>
<td>PCRS</td>
<td>Physician Coding and Reimbursement System</td>
<td>$5,728.00</td>
<td>$5,155.20</td>
</tr>
</tbody>
</table>

Site SubTotal: $5,155.20

FEE SUMMARY:

- First Year Annual Software License & Support Fees: $5,155.20
- Total One Time, Implementation & Training Fees (based on a phone installation): $500.00
- Total Consulting Services Fees: $0.00

GRAND TOTAL FOR THIS AMENDMENT #3: $5,655.20
(2) Except as provided in this Amendment Number 3, all other terms and conditions of the Master Agreement executed on September 28, 2012 and amended on December 20, 2013 and December 18, 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: Craig P. Orgeron, Ph.D.
Authorized Signature

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

Title: Executive Director

Date: 04/28/2015

3M Company

By: [Signature]
Authorized Signature

Printed Name: John C. Mathison

Title: Controller

Date: 5/21/15
PROJECT NUMBER 41689
AMENDMENT #4 TO
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
3M COMPANY
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39942)

This document (hereinafter referred to as "Amendment Number 4") shall serve to amend the original Master Software License And Services Agreement executed on September 28, 2012 and amended on December 20, 2013, December 18, 2014, and April 28, 2015 (hereinafter referred to as "Master Agreement"), between 3M Company, a Delaware corporation having its principal place of business at 575 West Murray Boulevard, Murray, Utah 84123 (hereinafter referred to as "3M"), 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" and/or "UMMC"). ITS and Client are sometimes collectively referred to herein as "State".

WHEREAS, Client desires training on Electronic Report Management ("ERM") module and 3M agrees to provide such pursuant to the Master Agreement and this Amendment Number 4;

NOW THEREFORE, ITS, Client, and 3M, by entering into this Amendment Number 4, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

3M will provide an ERM resource for 3 days of training for a total of 24 hours, on-site or remote, at Client's direction with days and times to be mutually agreed upon, to provide ERM training at a cost shown below:

<table>
<thead>
<tr>
<th>3M Services</th>
<th>SKU:</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ERM Training</td>
<td>EMCTIS4FR</td>
<td>$20,200.00</td>
</tr>
<tr>
<td>TOTAL COST:</td>
<td></td>
<td>$20,200.00</td>
</tr>
</tbody>
</table>
All other terms and conditions of the Agreement executed on September 28, 2012, and amended on December 20, 2013, December 18, 2014, and April 28, 2015, 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: Craig P. Orgeron, Ph.D.
Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: July 8, 2015

3M Company

By: [Signature]
Printed Name: [Signature]
Title: Customer Service Mgr.
Date: 7/1/15
PROJECT NUMBER 42507
AMENDMENT # 5 TO
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
3M COMPANY
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39942)

This document (hereinafter referred to as “Amendment Number 5”) shall serve to amend the original Master Software License and Services Agreement executed on September 28, 2012, and amended on December 20, 2013, December 16, 2014, April 23, 2015, and July 6, 2015 (hereinafter referred to as “Master Agreement”), between 3M Company, a Delaware corporation having its principal place of business at 575 West Murray Boulevard, Murray, Utah 84123 (hereinafter referred to as “3M”), 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” and or “UMMC”). ITS and Client are sometimes collectively referred to herein as “State”.

WHEREAS, Client desires to add 3M Chart Fact Applications and 3M 360 Encompass System to the UMMC-Grenada conversion to EPIC and 3M agrees to provide same pursuant to the terms of the Master Agreement and this Amendment Number 5;

NOW THEREFORE, ITS, Client, and 3M, by entering into this Amendment Number 5, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) Article 8.2 “Fees, Invoicing” of the Master Agreement shall be and hereby is amended so as to add the following subsection 8.2.2:

"8.2.2 As consideration for the performance of this Amendment Number 5, Client shall pay 3M an annual first year amount not to exceed the specified sum of $267,490.62 for all products, services, travel, performances and expenses under this Amendment Number 5 for the additional modules for the UMMC-Grenada conversion services set forth in Exhibit E attached to this Amendment Number 5. Thereafter, Client shall pay 3M annual license fees in accordance with the Master Agreement."

2) The following new Article 11 titled “Transparency” shall be and hereby is added to the Master Agreement and shall read as follows:

"ARTICLE 11 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 the Master 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 Master 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 the Master Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

All other terms and conditions of the Master Agreement executed on September 28, 2012 and amended on December 20, 2013, December 18, 2014, April 28, 2015, and July 8, 2015, 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

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 3/29/16

3M Company

By: [Signature]
Authorized Signature

Printed Name: James R. McDonough
Title: Customer Service Manager
Date: March 21, 2016
### Exhibit E

#### 3M 360 Encompass System

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<tr>
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</tr>
<tr>
<td>2.</td>
<td>Add</td>
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<tr>
<td>3.</td>
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</tr>
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</tr>
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<td>360 Encompass System – Computer Assisted Coding Inpatient</td>
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<td>6.</td>
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**Page 3 of 5**

3M Company UMG-42507-GPO-March2015-Amendment #5 to Master Software License & Services
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<td>ChartScan Unlimited Points of Service License</td>
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<td>Add</td>
<td>ChartView - License</td>
<td>VIEWAP0LI</td>
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**FEE SUMMARY:**

First Year Annual Software License & Support Fees: $392,546.40

*Total One Time, Implementation & Training Fees: $386,397.60

**Total Consulting Services Fees: $0.00

2M 360 Encompass Subtotal: $128,943.90
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<td>FINANCECHARGEQUARTER</td>
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<td>Add ChartScan Unlimited Points of Service E&amp;S Std*</td>
<td>SCANAP0ES</td>
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<td>4</td>
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**FEE BREAKOUT:**

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<td>*Total Annual Enhancement &amp; Support Fees</td>
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PROJECT NUMBER 43876
AMENDMENT #6 TO
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
3M COMPANY
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39942)

This document (hereinafter referred to as "Amendment Number 6") shall serve to amend the original Master Software License and Services Agreement executed on September 28, 2012 and amended on December 20, 2013, December 18, 2014, April 28, 2015, July 8, 2015, and March 22, 2016 (hereinafter referred to as "Master Agreement"), between 3M Company, a Delaware corporation having its principal place of business at 575 West Murray Boulevard, Murray, Utah 84123 (hereinafter referred to as "3M"), 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" and/or "UMMC"). ITS and Client are sometimes collectively referred to herein as "State".

WHEREAS, Client desires to renew certain annuity software products and renew software support for their perpetual software products and 3M agrees to provide same pursuant to the terms of the Master Agreement and this Amendment Number 6;

NOW THEREFORE, ITS, Client, and 3M, by entering into this Amendment Number 6, mutually agree that the following provisions shall modify the aforementioned Agreement:

1) The parties agree to change the Group Purchasing Organization ("GPO") in the Master Agreement from MedAssets Supply Chain System to Insight, Inc.

2) The parties agree to renew the annuity software products for five (5) additional years through June 30, 2022. The Annuity Software Schedule 1 to Appendix 1 in the Master Agreement shall be and hereby is amended by the new Schedules 1-1 and 1-2 Annuity Software that are attached to this Amendment Number 6.

3) Client agrees further to renew their subscription to software support services for the perpetual software products for five (5) additional years through June 30, 2022 and 3M agrees to provide same. The Perpetual Software Support Services Schedule 3 to Appendix 3 in the Master Agreement shall be and hereby is amended by the new Schedule 3-1 Perpetual Software Support that is attached to this Amendment Number 6.

4) A table summarizing all of the payments due hereunder pursuant to this Amendment Number 6 from the various Appendices is set forth in the Exhibit E-1 that is attached to this Amendment Number 6.
5) A new Section 8.2.2 shall be and hereby is added to the General Terms and Conditions of the Master Agreement and shall read as follows: "8.2.2 Notwithstanding anything to the contrary in the Agreement, during the Extended Term ending June 30, 2022, 3M shall invoice Insight Direct USA, Inc. ("Insight") quarterly without any additional finance fees, on behalf of Client, at the following address for all invoices under this Agreement: 6820 S. Hardy Ave., Tempe, AZ 85283. Purchase orders and payments will be submitted on behalf of Client to 3M by Insight for the fees set forth in the Agreement for Software and Services. Client and Insight shall adhere to the payment provisions of Section 8 of this Agreement. Failure to adhere to such provisions may result in suspension of Support Services to Client and/or termination of the Agreement for breach, regardless if such failure is attributable to Client or Insight."

6) A new Section 8.2.3 shall be and hereby is added to the General Terms and Conditions of the Master Agreement and shall read as follows: "8.2.3 Notwithstanding anything to the contrary in section 8.2 of the Master Agreement, the total compensation paid to 3M by Client for all Software, Services, travel, performances, and expenses under this Amendment Number 6 shall not exceed the specified sum of $5,048,780.21 for the Extended Term set forth in this Amendment Number 6, unless otherwise agreed to by the parties in a written amendment to the Master Agreement. This sum is based on dollar figures set forth in this Amendment Number 6 for the Extended Term, and does not include any additional fees or upcharges that may be charged by Insight."

7) A new Section 1.3.1 shall be and hereby is added to Appendix 1 "Annuity Software Terms and Conditions" of the Master Agreement and shall read as follows: "1.3.1 License Term Extension. Client agrees to license the software listed in the Annuity Software Schedule 1-1 to Appendix 1 and Schedule 1-2 to Appendix 1 which are attached to this Amendment Number 6 from 3M for an extended five (5) year term beginning on July 1, 2017 and ending June 30, 2022 ("Extended Term")."

8) A new Section 5 (i)(b)(i) shall be and hereby is added to Appendix 1 "Annuity Software Terms and Conditions" of the Master Agreement and shall read as follows: "5. (i)(b)(i) Second and Subsequent Years of the Extended Term. Software license fees for the second and subsequent years of this Extended Term shall be communicated to the Client by e-mail, U.S. mail, or courier prior to the anniversary of the Software Implementation Date and shall be due on the Software Implementation Date. For the purposes of this Amendment Number 6, the pricing set forth in the attached Exhibit E-1 for the Extended Term set forth in this Amendment Number 6 already includes a three percent (3%) increase of the license fee paid in the immediately preceding year. Pursuant to Section 5(i)(d), License fees shall be adjusted to 3M’s then-current list price, less any applicable discount, for years after this Extended Term."

9) A new Section 3.2 shall be and hereby is added to Appendix 3 "Perpetual Software Support Services Terms and Conditions" of the Master Agreement and shall read as follows: "3.2 Support Services Term Extension. Client agrees to subscribe to the Support Services listed in the Perpetual Software Support Services Fee Schedule 3-1 to Appendix 3 which is attached to this Amendment Number 6 from 3M for an extended five (5) year term beginning on July 1, 2017 and ending June 30, 2022 ("Extended Term")."

10) A new Section 4.1.2(i) shall be and hereby is added to Appendix 3 "Perpetual Software Support Services Terms and Conditions" of the Master Agreement and shall read as follows: "4.1.2(i) Second and Subsequent Years of the Extended Term. Software Support Services Fees for the second and subsequent years of this Extended Term shall be communicated to the..."
Client by e-mail, U.S. mail, or courier prior to the anniversary of the then-current Support Services Term. For the purposes of this Amendment Number 6, the pricing set forth in the attached Exhibit E-1 for the Extended Term set forth in this Amendment Number 6 already includes a three percent (3%) increase of the license fee paid in the immediately preceding year."

All other terms and conditions of the Agreement executed on September 28, 2012 and amended on December 29, 2013, December 18, 2014, April 28, 2015, July 8, 2015, and March 22, 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: 11/28/17

3M Company

By: _____________________________
Authorized Signature

Printed Name: [Signature]
Title: [Signature]
Date: 11/20/17
## EXHIBIT E-1
### Fee Summary

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**NOTES:**
The fees set forth in the summary table above include a 3% maximum price increase per year allowed by contract, if applicable.

The parties acknowledge and agree that during the Term of this Agreement the Client may elect to add additional Software and Services to this Agreement. Any such additional Software and Services shall be by amendment to this Agreement and the above Not-to-Exceed Total shall be adjusted accordingly.

Annuity Software Schedules 1-1 and 1-2 as well as Perpetual Software Support Schedule 3-1 are set forth on the following pages.

*Fees for Annuity Schedule 1-2 are based on the actual volume of records sent through the Software. Should Client send additional records above the estimated record volume, fees may be different for Annuity Schedule 1-2. Such additional volume may be memorialized by way of a mutually executed amendment to the Master Agreement, and the above Not-to-Exceed Total will be adjusted accordingly.
## SCHEDULE 1-1
(SCHEDULE 1 TO APPENDIX 1)
**Annuity Software Schedule**

The software listed hereunder shall be governed by the terms and conditions of the master agreement and Appendix 1.

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**Site Subtotal:** $110,061.79

| 210687 | HOLMES CNTY HOSP & CLINIC-232 BOWLING GREEN BLVD, LEOMING, MS, 38640038 | Access Site | | |
| 22 | Renew | 360E CAC INPATIENT | 360 Encompass System - Computer Assisted Coding Inpatient | | |

**Site Subtotal:** $441,472.60

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Page 222 of 349

*3M Company-UMMC-43876-GPO-Nov2017-Amendment #6 to Master Software License and Services*
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<tr>
<td>29</td>
<td>Renew</td>
<td>MNAPC MS A&amp;B</td>
<td>Medical Necessity for APCFinder MS Part A&amp;B</td>
<td>LIST PRICE</td>
<td>$6,470.49</td>
</tr>
<tr>
<td>30</td>
<td>Renew</td>
<td>CDS-PCRS</td>
<td>Physician Coding And Reimbursement System</td>
<td>LIST PRICE</td>
<td>$2,233.08</td>
</tr>
<tr>
<td>31</td>
<td>Renew</td>
<td>RCS MMS/D MED</td>
<td>Reimbursement Calculation Software Mississippi Medicaid</td>
<td>LIST PRICE</td>
<td>$1,101.42</td>
</tr>
<tr>
<td>32</td>
<td>Renew</td>
<td>FVANCE/CHARGE/QUARTER</td>
<td>Finance Charge - Quarterly Billing Cycle</td>
<td>LIST PRICE</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**SITE SUBTOTAL:** $57,241.91

The software listed below (Items 33-39) shall be provided to Client in accordance with the Terms and Conditions of the Agreement and Appendix 6 (Education and Demonstration Terms of Use) hereto.

<table>
<thead>
<tr>
<th>S/O</th>
<th>ACTION</th>
<th>SKU</th>
<th>PRODUCT/SERVICE DESCRIPTION</th>
<th>SITE TYPE</th>
<th>FIRST YR FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>Renew</td>
<td>APC</td>
<td>APCFinder Software</td>
<td>LIST PRICE</td>
<td>$0.00</td>
</tr>
<tr>
<td>34</td>
<td>Renew</td>
<td>CARS</td>
<td>Coding, Classification &amp; Reimbursement System with Advanced Analyzer Software</td>
<td>LIST PRICE</td>
<td>$122.00</td>
</tr>
<tr>
<td>35</td>
<td>Renew</td>
<td>CODREF</td>
<td>Coding Reference Software</td>
<td>LIST PRICE</td>
<td>$2,727.00</td>
</tr>
<tr>
<td>36</td>
<td>Renew</td>
<td>CODREP</td>
<td>Coding Reference Plus Software</td>
<td>LIST PRICE</td>
<td>$1,278.00</td>
</tr>
<tr>
<td>37</td>
<td>Renew</td>
<td>CON/NIST BAS</td>
<td>Connections Software Basic</td>
<td>LIST PRICE</td>
<td>$0.00</td>
</tr>
<tr>
<td>38</td>
<td>Renew</td>
<td>PCRS</td>
<td>Physician Coding And Reimbursement System</td>
<td>LIST PRICE</td>
<td>$132.29</td>
</tr>
<tr>
<td>39</td>
<td>Renew</td>
<td>S-APR-DRG</td>
<td>S-APR Patient Refined DRG Software</td>
<td>LIST PRICE</td>
<td>$0.00</td>
</tr>
<tr>
<td>40</td>
<td>Renew</td>
<td>FVANCE/CHARGE/QUARTER</td>
<td>Finance Charge - Quarterly Billing Cycle</td>
<td>LIST PRICE</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**SITE SUBTOTAL:** $4,259.29

The Parties agree the License and obligations for the above Software and Services noted as Renew will start on July 1, 2017 and will be billed in accordance with the Agreement.

<table>
<thead>
<tr>
<th>S/O</th>
<th>ACTION</th>
<th>SKU</th>
<th>PRODUCT/SERVICE DESCRIPTION</th>
<th>SITE TYPE</th>
<th>FIRST YR FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>41</td>
<td>Add</td>
<td>CDIS WKCDEF-A</td>
<td>CDIS Working Codes Outbound Interface A</td>
<td>LIST PRICE</td>
<td>$11,254.00</td>
</tr>
<tr>
<td>42</td>
<td>Add</td>
<td>CDIS WKCDEF-A I&amp;T</td>
<td>CDIS Working Codes Outbound Interface A I&amp;T</td>
<td>LIST PRICE</td>
<td>$6,555.00</td>
</tr>
<tr>
<td>43</td>
<td>Add</td>
<td>FVANCE/CHARGE/QUARTER</td>
<td>Finance Charge - Quarterly Billing Cycle</td>
<td>LIST PRICE</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**SITE SUBTOTAL:** $16,072.63

Page 223 of 349
Fee Summary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Software License &amp; Support Fees (Renewal plus Add-on Fees)</td>
<td>$623,102.32</td>
</tr>
<tr>
<td>Total One-Time Installation &amp; Training Fees</td>
<td>$5,915.99</td>
</tr>
<tr>
<td>Total This Schedule</td>
<td>$629,108.21</td>
</tr>
</tbody>
</table>

The fees stated above are guaranteed for a period of ninety (90) days from the Issue Date of this Schedule or December 31, 2017, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the Fees shown above include discounts for Client's commitment to a Five (5) Year term. 3M reserves the right to rescind the multi-year discount and re-price this Schedule in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Schedule, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from the Agreement.

ICT = Implementation and Training
IT = Phone Installed
CI = Customer Installed
## SCHEDULE 1-2
**(SCHEDULE 2 TO APPENDIX 1)**
**ANNUITY SOFTWARE SCHEDULE**

THE SOFTWARE LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND APPENDIX 1

<table>
<thead>
<tr>
<th>Item</th>
<th>SKU</th>
<th>Product/Service Description</th>
<th>Estimated Note Volume</th>
<th>Site Type</th>
<th>Estimated Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>223228</td>
<td>UNIV OF MS MEDICAL CTR-2500 OFFICE BUILDING</td>
<td>Cardiology Echo Code Complete Pro</td>
<td>5,800/quarterly</td>
<td>$1.00</td>
<td>$23,200.00</td>
</tr>
<tr>
<td>1</td>
<td>Renew</td>
<td>CC CARD ECHO</td>
<td>Data Storage Fee</td>
<td>$3,572.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Renew</td>
<td>DATA STORAGE</td>
<td>Finance Charge Quarterly Billing Cycle</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

**SITE SUBTOTAL:**

$26,872.00

---

** Fee Breakout: **

**TOTAL FIRST YEAR ANNUITY SOFTWARE LICENSE & SUPPORT FEES (Renewal Fees):**

$26,872.00

---

The estimated volumes in the software schedule represent Client's annual estimated fees based on the data provided by Client to 3M. Notwithstanding the fees stated above or any contrary terms of this agreement, 3M will invoice Client the actual monthly transcribed medical records ("Notes") coded by 3M on or shortly after the 28th day of each calendar month.
## SCHEDULE 3-1
PERPETUAL SOFTWARE SUPPORT SERVICES FEE SCHEDULE

The services set forth in Appendix 3 shall be governed by the terms and conditions of the Master Agreement and Appendix 3.

<table>
<thead>
<tr>
<th>S/O</th>
<th>CPU ACTION</th>
<th>SKU</th>
<th>PRODUCT/SERVICE DESCRIPTION</th>
<th>SITE TYPE</th>
<th>USER QUANTITY</th>
<th>FIRST YR FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>223218</td>
<td>Renew</td>
<td>CFCLAP0ES</td>
<td>ChartFact/Locator - E&amp;S Std</td>
<td>Access Site</td>
<td>1</td>
<td>$1,637.34</td>
</tr>
<tr>
<td>223218</td>
<td>Renew</td>
<td>CRELAP0ES</td>
<td>ChartRelease - E&amp;S Std</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>223218</td>
<td>Renew</td>
<td>SCANAP0ES</td>
<td>ChartScan Unlimited Points of Service - E&amp;S Std</td>
<td></td>
<td></td>
<td>$8,617.61</td>
</tr>
<tr>
<td>223218</td>
<td>Renew</td>
<td>SCRAP0ES</td>
<td>ChartScript - E&amp;S Std</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>223218</td>
<td>Renew</td>
<td>VIEWAP0ES</td>
<td>ChartView - E&amp;S Std</td>
<td></td>
<td></td>
<td>$12,925.59</td>
</tr>
<tr>
<td>223218</td>
<td>Renew</td>
<td>FINANCECHARGEQUARTER</td>
<td>Finance Charge - Quarterly Billing Cycle</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>223224</td>
<td>Renew</td>
<td>UNIV OF M'S MED GRENADA - 900 J H AYVEN DR, GRENADA, MS, 38902</td>
<td>Install/Access Site</td>
<td></td>
<td></td>
<td>$23,170.94</td>
</tr>
<tr>
<td>223224</td>
<td>Renew</td>
<td>CFCLAP0ES</td>
<td>ChartFact/Locator - E&amp;S Std</td>
<td></td>
<td></td>
<td>$1,605.12</td>
</tr>
<tr>
<td>223224</td>
<td>Renew</td>
<td>CIDLAP0ES</td>
<td>ChartID - E&amp;S Std</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>223224</td>
<td>Renew</td>
<td>SCANAP0ES</td>
<td>ChartScan Unlimited Points of Service - E&amp;S Std</td>
<td></td>
<td></td>
<td>$8,448.00</td>
</tr>
<tr>
<td>223224</td>
<td>Renew</td>
<td>VIEWAP0ES</td>
<td>ChartView - E&amp;S Std</td>
<td></td>
<td></td>
<td>$12,672.00</td>
</tr>
<tr>
<td>223224</td>
<td>Renew</td>
<td>FINANCECHARGEQUARTER</td>
<td>Finance Charge - Quarterly Billing Cycle</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>UNIV OF M'S MEDICAL CTR - 2500 N STATE ST, JACKSON, MS, 39206</td>
<td>Install/Access Site</td>
<td></td>
<td></td>
<td>$22,725.12</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>CFCLAP0ES</td>
<td>ChartFact/Locator - E&amp;S Std</td>
<td></td>
<td></td>
<td>$2,943.32</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>CIDLAP0ES</td>
<td>ChartID - E&amp;S Std</td>
<td></td>
<td></td>
<td>$5,902.45</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>CONCNUES</td>
<td>Global User - E&amp;S Std</td>
<td></td>
<td></td>
<td>$193,658.20</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>ERMAININES</td>
<td>ChartLine /EHR Import - E&amp;S Std</td>
<td></td>
<td></td>
<td>$12,424.29</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>ERMBRULES</td>
<td>ChartLine/EHR (CHOL) Import Base Product - E&amp;S Std</td>
<td></td>
<td></td>
<td>$5,635.36</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>LASEDMINES</td>
<td>ChartLine Std Patient Data Download - DM - E&amp;S Std</td>
<td></td>
<td></td>
<td>$1,013.77</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>PHYDINES</td>
<td>ChartLine Physician Download - E&amp;S Std</td>
<td></td>
<td></td>
<td>$812.00</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>PRIRAP0ES</td>
<td>ProviderID w/Physician DB &amp; Batch 1/1/ASC - E&amp;S Std</td>
<td></td>
<td></td>
<td>$1,069.90</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>RAASDLIES</td>
<td>Rapid Access Archive Sys DL (RAAS DL) -  E&amp;S Std</td>
<td></td>
<td></td>
<td>$5,633.65</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>SCANAP0ES</td>
<td>ChartScan Unlimited Points of Service - E&amp;S Std</td>
<td></td>
<td></td>
<td>$15,312.57</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>SFUPININES</td>
<td>ChartLine Std Financial Data Upload - E&amp;S Std</td>
<td></td>
<td></td>
<td>$1,157.87</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>VIEWAP0ES</td>
<td>ChartView - E&amp;S Std</td>
<td></td>
<td></td>
<td>$8,741.82</td>
</tr>
<tr>
<td>223225</td>
<td>Renew</td>
<td>FINANCECHARGEQUARTER</td>
<td>Finance Charge - Quarterly Billing Cycle</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

The Parties agree the License and obligations for the above Software and Services noted as Renew will start on July 1, 2017 and will be billed in accordance with the Agreement.

**Fee Summary:**

ANNUAL SUPPORT SERVICES FEES: $289,765.39
TOTAL THIS SCHEDULE: $289,765.39
Hi Blakeney,

The attached contract is ready for UMMC to sign. Please return to me as soon as possible.

Thank you,
Cindy

Cindy Gosa
Technology Consultant
MS Department of Information Technology Services
601-432-8133 | www.its.ms.gov
PROJECT NUMBER 44831
AMENDMENT # 1 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
APEX PRINT TECHNOLOGIES, LLC
(FORMERLY nTHRIVE)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 42041)

This document (hereinafter referred to as “Amendment Number 1”) shall serve to amend the original Professional Services Agreement executed on January 18, 2018 (hereinafter referred to as “Agreement”), between nThrive, Inc. (formerly MedAssets-Precyse) and assigned to Apex Print Technologies, LLC on March 27, 2018, a Delaware limited liability company and a wholly owned subsidiary of RevSpring having its principal place of business at 100 South Owasso Boulevard West, Little Canada, Minnesota 55117 (hereinafter referred to as “Apex”), 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 UMMC are sometimes collectively referred to herein as “State.”

WHEREAS, UMMC desires to add Patient Statement and Skip Tracing Services for the University of Mississippi Medical Center School of Dentistry, and Apex is amenable to the same; and

NOW THEREFORE, ITS, UMMC, and Apex, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement:

1) Article 3.1, “Consideration and Method of Payment” shall be and hereby is amended so as to add the following: “As a result of this Amendment Number 1, Apex agrees to provide the additional services listed in the attached Exhibit A-1 at the pricing therein stated not to exceed an additional $107,142.00.”

2) Exhibit A in the Agreement shall be and hereby is augmented by the new Exhibit A-1, which is attached to this Amendment Number 1 and incorporated herein by reference. All references in the Agreement to “Exhibit A” shall be and hereby are revised to be “Exhibit A and Exhibit A-1.”

3) Apex Print Technologies, LLC address for notice is: Legal/Contract Management, RevSpring, Inc., 38705 Seven Mile Road, Suite 450, Livonia, Michigan 48152.
Exhibit 2

All other terms and conditions of the Agreement executed on January 18, 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: ______________________________

Apex Print Technologies, LLC

By: ______________________________
    Authorized Signature

Printed Name: John Carson

Title: CFO

Date: ______________________________

University of Mississippi Medical Center

By: ______________________________
    Authorized Signature

Printed Name: LouAnn Woodward, M.D.

Title: Vice Chancellor for Health Affairs

Date: ______________________________
### EXHIBIT A-1

**University of Mississippi Medical Center School of Dentistry Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Cost</th>
<th>Monthly QTY</th>
<th>Monthly Cost</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patient Statements Includes, 1st Class Postage &amp; Pre-Sorting</td>
<td>$0.584</td>
<td>4,000</td>
<td>$2,336.00</td>
<td>$28,032.00</td>
</tr>
<tr>
<td>Lettershop Add'l Page Printing Duplexed Transaction Fee, Duplex Fee, and Records Sent to NCOA (formerly known as Identity and Address Verification)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>File Management Access &amp; Maintenance Fees (Formerly known as ViewLogic Web and ViewLogic FTP)</td>
<td>$0.01</td>
<td>4,000</td>
<td>$40.00</td>
<td>$480.00</td>
</tr>
<tr>
<td>Skip-Tracing</td>
<td>$0.30</td>
<td>500</td>
<td>$150.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>ReturnLogic Transaction Fees</td>
<td>$0.00</td>
<td>500</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>ACS Refund Fees</td>
<td>$0.05</td>
<td>500</td>
<td>$25.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Stricken Document Transaction Fees</td>
<td>$0.00</td>
<td>100</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Suppressed Document Transaction Fees</td>
<td>$0.00</td>
<td>100</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Annual Cost (8/1/19 – 7/31/20):</strong></td>
<td><strong>$30,612.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual Cost (8/1/20 – 7/31/21):</strong></td>
<td><strong>$30,612.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual Cost (8/1/21 – 7/31/22):</strong></td>
<td><strong>$30,612.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual Cost (8/1/22 – 1/17/23):</strong></td>
<td><strong>$15,306.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total (8/1/19 – 1/17/23):</strong></td>
<td><strong>$107,142.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Co-terming Amendment #1 services end date with the original Professional Services Agreement that began January 18, 2018 and ends January 17, 2023.

**Optional Services**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>File Management Access &amp; Maintenance Fees (Formerly known as ViewLogic Web and ViewLogic FTP)</td>
<td>$0.01</td>
</tr>
<tr>
<td>Skip-Tracing</td>
<td>$0.30</td>
</tr>
<tr>
<td>ReturnLogic Transaction Fees</td>
<td>$0.00</td>
</tr>
<tr>
<td>ACS Refund Fees</td>
<td>$0.05</td>
</tr>
<tr>
<td>Suppressed Document Transaction Fees</td>
<td>$0.00</td>
</tr>
<tr>
<td>Stricken Document Transaction Fees</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
PROJECT NUMBER 42041
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
nTHRIVE, INC.
(formerly MedAssets-Precyse)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

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

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

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

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

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

ARTICLE 1 PERIOD OF PERFORMANCE
1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties ("Effective Date") and shall continue in effect for five (5) years thereafter ("Initial Term"). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

1.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.
ARTICLE 2  SCOPE OF SERVICES
Contractor shall perform all work specified in RFP No. 3821 and Contractor's proposal, as accepted by the Customer, in response thereto. A summary description of the services Contractor will be providing and the price associated therewith is set out in the attached "Exhibit A" which is incorporated herein by reference.

ARTICLE 3  CONSIDERATION AND METHOD OF PAYMENT
3.1 The total compensation to be paid to the Contractor by Customer for all products, services, travel, performances and expenses under this Agreement shall not exceed the specified sum of $2,500,000.00 unless prior written authorization from ITS has been obtained, and shall be payable as set forth in the Payment Schedule and Deliverables List attached hereto as Exhibit A.

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

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

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

ARTICLE 4  WARRANTIES
4.1 The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.
4.2 If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-1-1, 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 Immigrant Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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

4.4 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performance of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.
ARTICLE 5 EMPLOYMENT STATUS

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

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

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

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

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

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

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

ARTICLE 7 MODIFICATION OR RENEGOTIATION

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

ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

ARTICLE 9  AVAILABILITY OF FUNDS
It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

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

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

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

ARTICLE 11 GOVERNING LAW
This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 12 WAIVER
Failure of either party hereof to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 13 SEVERABILITY
If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 14 CAPTIONS
The captions of headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.
ARTICLE 15  HOLD HARMLESS
To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 16  THIRD PARTY ACTION NOTIFICATION
Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor’s performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 17  AUTHORITY TO CONTRACT
Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 18  NOTICE
Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their address listed herein, ITS’ address for notice is: Craig P. Griner, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer’s address for notice is: Ms. Cindy Freeman, Senior Contract Administrator, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Contractor’s address for notice is: Ms. Amy Amick, President-Ravenue Cycle Management, MedAssets-Precyse, 200 North Point Center East, Suite 400, Alpharetta, Georgia 30022. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 19  RECORD RETENTION AND ACCESS TO RECORDS
Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this...
Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 23 INSURANCE
Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnishing Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 21 DISPUTES
Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 22 COMPLIANCE WITH LAWS
22.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee or shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

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

ARTICLE 23 CONFLICT OF INTEREST
Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.
ARTICLE 24  SOVEREIGN IMMUNITY
By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 25  CONFIDENTIAL INFORMATION
25.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgance of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgance of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontracts or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

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

25.3 The parties understand and agree that pursuant to §25-81-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 26  EFFECT OF SIGNATURE
Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of craftsmanship or preparation herein.

ARTICLE 27  OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS
All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.
ARTICLE 28 NON-SOLICITATION OF EMPLOYEES
Contractor agrees not to employ or solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement, unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 29 ENTIRE AGREEMENT
29.1 This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3281 and Contractor’s Proposal, as accepted by Customer, in response thereto are hereby incorporated into and made a part of this Contract.

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

A. This Agreement signed by the parties hereto;
B. Any exhibits attached to this Agreement;
C. RFP No. 3281 and written addenda, and
D. Contractor’s Proposal, as accepted by Customer, in response to RFP No. 3281.

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

ARTICLE 30 STATE PROPERTY
Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor’s use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 SURVIVAL
Articles 4, 11, 15, 16, 24, 25, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION
Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by
any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 33 SPECIAL TERMS AND CONDITIONS
It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY
Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi’s Enterprise Security Policy. The parties understand and agree that the State’s Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 35 STATUTORY AUTHORITY
By virtue of Section 25-63-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer’s or Contractor’s contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer’s funding source.

ARTICLE 36 TRANSPARENCY
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi’s accountability website at https://www.transparency.mississippi.gov. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other propriety information and are labeled as
“confidential” will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

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

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

By: [Signature]
Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 1/18/18

nThrive, Inc.

By: [Signature]
Printed Name: Amy Sebero
Title: Senior VP, General Mgr
Date: 12/04/2017
### EXHIBIT A

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<thead>
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<th>Category</th>
<th>Unit</th>
<th>Annual Cost</th>
<th>Total Paid</th>
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5 Year Total Cost: $2,508,800.00

### Optional Services

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

This document, upon execution by the parties hereto, shall become a part of the above referenced Agreement (hereinafter referred to as "Agreement") previously executed on January 18, 2018 between between nThrive, Inc. (formerly MedAssets-Precyse), a Delaware corporation having its principal place of business at 200 North Point Center East, Suite 400, Alpharetta, Georgia 30022 (hereinafter referred to as "nThrive") and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 359201 (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, nThrive desires to assign all of its rights, title, interests and liabilities in the Agreement to Apex Print Technologies, LLC (formerly LetterLogic, LLC), a Delaware limited liability company having its principal place of business at 100 S. Owasso Boulevard West, Little Canada, Minnesota 55117 (hereinafter referred to as "Apex"); and

WHEREAS, ITS and UMMC have no objection to such assignment,

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

1. nThrive hereby transfers, conveys and assigns all of its rights, title, liabilities and interest in the aforementioned Agreement to Apex, except for those services nThrive agrees to specifically perform subject to a subcontract to be entered into between Apex and nThrive.

2. Apex hereby assumes all of the rights, title, liabilities and interest in the aforementioned Agreement previously held by nThrive; expressly agrees to be bound by the terms and conditions set forth therein, and agrees to provide, at the prices therein, the products and services as required by the Agreement. All references in the Agreement to "nThrive" shall be and hereby are amended to be "Apex" without further change.

3. Apex's address for notice is: Mr. Warren Becker, Chief Financial Officer, Apex Print Technologies, LLC, 100 S. Owasso Boulevard West, Little Canada, Minnesota 55117.

All terms not defined herein shall be interpreted as defined in the Agreement. Those terms and conditions not expressly amended herein shall be and remain valid and in full force and effect until their natural termination date.
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (hereinafter, the “Agreement”) is made and entered into as of the 10th day of April, 2018, by and between Apex Print Technologies, LLC (“Business Associate”) located at 100 S. Owasso Boulevard West, Little Canada, Minnesota, 55117 and the University of Mississippi Medical Center with its primary campus located at 2500 North State Street, Jackson, MS 39216 and satellite locations located throughout the State (“Covered Entity”) (or, alternately, “UMMC”).

WITNESSETH:

WHEREAS, Covered Entity and Business Associate have entered into one or more arrangements (the “Underlying Arrangement”), pursuant to which Business Associate will perform services, activities or functions for, or on behalf of, Covered Entity which may require access to, or the use or disclosure of, Protected Health Information; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Agreement in order to comply with the national standards for the privacy and security of Protected Health Information adopted by the Department of Health and Human Services (“DHHS”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and the respective regulations promulgated thereto, including without limitation, the privacy standards set forth at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the security standards set forth at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the “Security Rule”), and the breach notification rule set forth at 45 C.F.R. Part 164, Subpart D (the “Breach Notification Rule”), as amended by the Final HIPAA Omnibus regulations published by DHHS on January 25, 2013 (collectively referred to herein as, the “HIPAA Regulations”).

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. Definitions. For purposes of this Agreement, terms used but not otherwise defined in this Agreement shall have the meaning ascribed to those terms by the HIPAA Regulations. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate for, or on behalf of, Covered Entity. As used in this Agreement, Protected Health Information shall also include Electronic Protected Health Information.

2. Permitted Uses and Disclosures. Business Associate may Use and Disclose Protected Health Information solely to perform its duties, obligations and services under the Underlying Arrangement and in accordance with the terms of this Agreement. Business Associate may Use and Disclose Protected Health Information as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate (collectively, “Business Associate’s Operations”).
Exhibit 2

Associate may Disclose Protected Health Information as necessary for Business Associate's Operations only if: (a) the Disclosure is required by law; or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate immediately of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached. Except as otherwise limited by this Agreement, and to the extent necessary to provide services under the Underlying Arrangement, Business Associate may Use and Disclose Protected Health Information to provide Data Aggregation services relating to the health care operations of Covered Entity. For purposes of this Agreement, "Data Aggregation" shall have the meaning given such term in 45 C.F.R. § 164.501.

3. **De-Identification.** Business Associate shall not de-identify Protected Health Information except with the express written consent of, and for the benefit of, Covered Entity in its sole discretion. If such consent is given, Business Associate shall comply with the requirements of 45 C.F.R. § 164.514(b) relating to the de-identification of Protected Health Information. Any data created from de-identifying Protected Health Information by or on behalf of Business Associate, whether or not created in accordance with the terms of this Agreement, shall be and remain exclusively the property of Covered Entity, and Business Associate assigns to Covered Entity all of Business Associate's right, title, and interest in and to any such data, if any, and Business Associate shall neither use any such data for any purpose other than to provide the services under the Underlying Arrangement nor disclose such data to any third party except with the prior written consent of Covered Entity or as otherwise required by applicable law.

4. **Duties of Business Associate.** Business Associate agrees to comply in all material respects with the HIPAA Regulations when Using or Disclosing Protected Health Information, including:
   a. Business Associate will not Use or Disclose Protected Health Information received from Covered Entity in any way other than as permitted or required by this Agreement or as required by law.
   b. Business Associate will exercise appropriate safeguards to prevent Use or Disclosure of Protected Health Information other than as necessary for Business Associate to perform its obligations pursuant to the Underlying Arrangement.
   c. Business Associate will promptly report to Covered Entity any Use or Disclosure of Protected Health Information which is not permitted or required by this Agreement or in violation of the HIPAA Regulations and mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any unauthorized Use or Disclosure.
   d. Business Associate will ensure that any Subcontractor or agent to whom Business Associate Discloses Protected Health Information agrees, in a writing that complies with the requirements of 45 C.F.R. § 164.504(e)(2) through (e)(4), to be bound by the same restrictions, conditions and duties that apply to Business Associate with respect to such information. Business Associate shall also ensure that any Subcontractor or agent that creates, receives, maintains or transmits Electronic Protected Health Information on behalf of Business Associate agrees to comply with the applicable requirements of the Security Rule with respect to such information. Business Associate will identify all such Subcontractors and agents to the Covered Entity, upon request.
   e. If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate shall provide access to such information at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual (or Individual's designee), in accordance with the requirements of 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within five (5) business days of any request for access by an Individual. Covered Entity shall determine whether to grant or deny any

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access requested by the Individual.

f. If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate shall make any amendments to such Protected Health Information that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526, within fifteen (15) days of such request. Business Associate shall have a process in place for appending such requests to the Designated Record Set, as requested by Covered Entity. Business Associate shall notify Covered Entity within five (5) business days of any request for amendment by an Individual. Covered Entity shall determine whether to grant or deny any amendment requested by the Individual.

g. Business Associate will make its internal policies and procedures, and its books and records relating to Uses and Disclosures of Protected Health Information received from Covered Entity or created or received by the Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary of DHHS (or its designee) for purposes of determining Business Associate’s and Covered Entity’s compliance with the HIPAA Regulations. Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of a request by or on behalf of any federal, state or local government authority served upon Business Associate for Protected Health Information or information relating to this Agreement. Notwithstanding the foregoing, no attorney-client or other privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this provision.

h. Business Associate agrees to document and make available to Covered Entity or, at the request of Covered Entity, to the Individual, and within such time and manner reasonably requested by Covered Entity, such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of the HITECH Act, and any regulations promulgated thereto. Business Associate shall notify Covered Entity within five (5) business days of any request for an accounting of disclosures by an Individual. This Section shall survive termination of the Agreement.

i. Business Associate will comply with the applicable provisions of the Security Rule, including, but not limited to, implementing Administrative Safeguards, Physical Safeguards, and Technical Safeguards (the “Safeguards”) that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity. To the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure Electronic Protected Health Information will render such information unusable, unreadable and indecipherable to individuals not authorized to acquire or access such information in accordance with DHHS Guidance published at 74 Federal Register 19006 (April 17, 2009) or such later regulations or guidance promulgated by DHHS or issued by the National Institute for Standards and Technology (NIST) concerning the protection of identifiable data.

j. Business Associate will request, Use or Disclose only the minimum amount of Protected Health Information necessary to serve the intended purposes of this Agreement, in accordance with the minimum necessary standards at 45 C.F.R. § 164.502(b).

k. Business Associate will not export Protected Health Information, nor permit its Subcontractors or agents to export Protected Health Information beyond the borders of the United States of America, without the prior written consent of Covered Entity.

l. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of Security Incidents. Business Associate shall report promptly to Covered Entity any successful Security Incident within five (5) business days of Business Associate becoming aware of such Security Incident; provided, however, that with respect to any unsuccessful attempt at unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system, such as pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on
attempts, denial of service attacks and any combination of the above, Business Associate shall make such report available to Covered Entity upon request. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any successful Security Incident.

m. To the extent Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate will comply with the same Privacy Rule requirements that apply to Covered Entity in the performance of such obligation.

a. Business Associate shall not Use or Disclose Protected Health Information for purposes of marketing or fundraising, or receive remuneration, directly or indirectly, in exchange for Protected Health Information.

b. Business Associate shall notify Covered Entity of any breach of computerized sensitive personal information to assure Covered Entity’s compliance with the security breach notification requirements of Title 75, Chapter 24, Section 29, Mississippi Code, as amended from time to time.

5. **Duties of Covered Entity**. Covered Entity agrees to:

a. Notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation(s) may affect Business Associate’s Use or Disclosure of Protected Health Information;

b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent such changes affect Business Associate’s Use or Disclosure of Protected Health Information;

c. Notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with the HIPAA Regulations; and

d. Not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity, unless such Use or Disclosure is included in the Services to be performed pursuant to this Agreement and is for Data Aggregation or Business Associate’s Operations as specified herein.

6. **Breach of Unsecured Protected Health Information.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any unauthorized use or disclosure or Breach of Unsecured Protected Health Information. Upon an actual or suspected Breach of any Unsecured Protected Health Information, Business Associate shall notify Covered Entity without unreasonable delay and in no case later than five (5) business days of Business Associate discovering such Breach, or of when Business Associate should have discovered such Breach by exercising reasonable diligence. Such notice shall include identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, Breached, and such other information as Covered Entity may require in order to meet its obligations under 45 C.F.R. § 164.404, including, without limitation, (i) a description of the Breach, including the date of the Breach and its discovery; (ii) the types of information involved in the Breach; (iii) to extent known, the identity of the individual(s) who caused the Breach and the recipient(s) of the data; (iv) a description of Business Associate’s investigation efforts; and (v) a description of Business Associate’s mitigation and prevention efforts. Business Associate agrees to cooperate with Covered Entity in investigating any potential Breach and in complying with its reporting obligations under the Breach Notification Rule, and Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding a Breach. Business Associate agrees to reimburse Covered Entity for all reasonable costs incurred by Covered Entity in connection with a Breach, including without limitation, the cost of preparing and distributing notifications to affected Individuals and, as applicable, to DHHS and the media; the cost of providing affected Individuals with credit monitoring services for a specified period not to exceed twenty-four (24) months, or longer if required by law, to the extent the Breach could lead to a compromise of the data.
subject's credit or credit standing; call center support for such affected Individuals for a specific period not to exceed thirty (30) days from the date notice is sent to affected Individuals; and the costs of any other measures required under applicable law. This Section shall survive expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains Protected Health Information.

7. **Term; Termination.** This Agreement shall be in effect for the entire length of the Underlying Arrangement, unless earlier terminated as provided below.

   a. Covered Entity may terminate this Agreement and the Underlying Arrangement upon written notice to Business Associate of a material breach of the Agreement or violation of the HIPAA Regulations that remains uncured following ten (10) days written notice, or immediately if cure is not possible or there has been a breach of Protected Health Information.

   b. Upon termination or expiration of this Agreement, Business Associate shall return to Covered Entity or destroy, upon Covered Entity's written consent, all Protected Health Information received from or on behalf of Covered Entity or created for or on behalf of Covered Entity that Business Associate maintains in any form and all copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. All rights, duties and obligations established in this Agreement shall survive termination of the Underlying Arrangement. The effective date of termination of this Agreement shall be when all of the Protected Health Information received from or on behalf of Covered Entity or created for or on behalf of Covered Entity is destroyed or returned to Covered Entity. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. **Change of Law.** In the event any state or federal laws or regulations now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel to a party hereto in such a manner as to indicate that any provision of this Agreement may be in violation of such laws or regulations, the parties shall negotiate in good faith any amendments to this Agreement as necessary to comply with such laws and regulations. To the maximum extent possible, any such amendment shall preserve the underlying rights, duties and obligations established in this Agreement.

9. **Injunction.** The parties acknowledge and agree that irreparable harm may result to Covered Entity in the event of a breach of this Agreement or violation of the HIPAA Regulations by Business Associate, and Business Associate hereby agrees that Covered Entity shall be entitled to seek an injunction to enjoin and restrain Business Associate from any continued breach or violation. Such right shall be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

10. **Indemnification; Insurance.** Business Associate will indemnify and hold Covered Entity and its officers, directors, employees, agents, affiliates, successors and assigns harmless from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorney's fees) based upon or arising out of: (i) Business Associate's breach of this Agreement or violation of the HIPAA Regulations; or (ii) any third-

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party claim based upon any breach of this Agreement or violation of the HIPAA Regulations by Business Associate. Upon Covered Entity's written request, Business Associate shall obtain and maintain, throughout the term of this Agreement, liability insurance coverage for reasonable costs and expenses associated with a data breach or privacy or security violation, with policy limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate. Promptly following Covered Entity's written request, Business Associate shall deliver to Covered Entity a certificate evidencing Business Associate's maintenance of such insurance. This Section shall survive termination or expiration of this Agreement, and Business Associate's indemnity obligation hereunder is without regard to any limitation or exclusion of damages or liability provision otherwise set forth in the Agreement or in any other agreement.

11. Audit and Inspection. Within ten (10) business days of a written request by Covered Entity, Business Associate shall allow Covered Entity (or its agents) to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures governing the privacy and security of Protected Health Information; provided, however, that (i) the parties shall mutually agree in advance upon the reasonable scope, timing and location of such inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) upon request of Business Associate, Covered Entity agrees to execute a nondisclosure agreement prior to such inspection, upon terms mutually agreed upon by the parties. Business Associate shall notify Covered Entity promptly within five (5) business days of learning that Business Associate has become the subject of an audit or compliance review or investigation by DHHS or other state or federal government authority with respect to Business Associate's compliance with the HIPAA Regulations.


a. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been delivered when given in the manner set forth below to the following addresses or fax numbers:

If to Business Associate: _______________________________________________________

If to Covered Entity: University of Mississippi Medical Center
                        Office of Integrity and Compliance
                        2500 North State Street
                        Jackson, MS 39216
                        ATTN: Privacy Officer Fax: (601) 815-3946
                        CC: Office of the General Counsel

Counsel to a party may give notice on behalf of a party. Such communications shall be deemed to have been given (a) three days after mailing, when mailed by registered or certified postage-paid mail, (b) on the next business day, when delivered by a same-day or overnight national courier service or the U.S. Post Office Express Mail or (c) upon the date of receipt by the addressees when delivered personally or by fax. A party must receive a notice of change of address for it to be effective.

b. Entire Agreement; Amendment. This writing constitutes the entire and only agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements concerning the obligations regarding the Use and Disclosure of Protected Health Information; provided, however, if any written agreement between the parties imposes

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obligations and restrictions on Business Associate regarding Protected Health Information over and above those imposed by this agreement, those obligations and restrictions are not superseded hereby and shall survive. This Agreement may be amended, modified, superseded, canceled, renewed or extended only by a written instrument executed by the parties herein.

d. **Waiver.** The failure by any party at any time to require performance or compliance by another of any of its obligations or agreements shall in no way affect the right to require such performance or compliance at any time thereafter. The waiver by any party of a breach of any provision hereof shall not be taken or held to be a waiver of any preceding or succeeding breach of such provision or as a waiver of the provision itself. No waiver of any kind shall be effective or binding, unless it is in writing and is signed by the party against which such waiver is sought to be enforced.

d. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and permitted assigns.

e. **Assignment.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party to this Agreement.

f. **Captions: Language.** The section headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of such sections. In this Agreement, unless the context requires otherwise, the singular includes the plural, the plural the singular, and the word “or” is used in the inclusive sense.

g. **No Third-Party Beneficiaries.** Except as otherwise provided herein, no third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

h. **Relationship of the Parties.** Nothing contained herein is intended to create, nor shall this Agreement be construed as creating, a relationship of employer-employee, principal-agent, partnership or any relationship between the parties other than that of an independent contractor.

i. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed to evidence one and the same agreement.

j. **Applicable Law.** This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the State of Mississippi. In the event of any action or proceeding arising under this Agreement, the parties consent and agree that the forum for such action shall be in a court of competent jurisdiction located in Hinds County, Mississippi.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the day and year first above written.

**BUSINESS ASSOCIATE:**

[Signature]

By: **BRIAN KUEPERS**

Title: **Foun/CEO**

**COVERED ENTITY:**

University of Mississippi Medical Center

By: **Carol Denton**

Carol Denton, BS, RHIT, CCS, CPCO

Title: **Chief Integrity and Compliance Officer**

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Revised 10/4/2016
Except as amended by this Assignment, all other terms and conditions of the Agreement 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: 9/27/18

nThrive, Inc.

By: ____________________________
   Authorized Signature

Printed Name: Daniel J. Mulligan
Title: Vice President + Secretary
Date: February 1, 2018

Apex Print Technologies, LLC

By: ____________________________
   Authorized Signature

Printed Name: Warren M. Becker
Title: CFD
Date: 02/02/2018
Here is the contract with hard coded dates.

Cindy Gosa
Technology Consultant
MS Department of Information Technology Services
601-432-8133 | www.its.ms.gov

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PROJECT NUMBER 45482
AMENDMENT #12 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 12”) 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, November 3, 2016, November 28, 2016, November 1, 2017, October 31, 2018, June 18, 2019, and July 2, 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 “UMMC”).

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 12, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

WHEREAS, For purposes of this Agreement Number 12, Optum360, LLC has assumed responsibility for the administration and the performance of EncoderPro.com Expert and EncoderPro.com Standard. Optum360, LLC as an affiliate of OptumInsight, agrees to be bound by the terms of the Master Agreement.

1) UMMC desires to renew the license for EncoderPro.com Expert software for ninety-five (95) Users beginning December 1, 2019, and continuing through the close of business on September 30, 2022, at the pricing specified in the EncoderPro.com Expert Product Schedule attached to this Amendment Number 12.

2) UMMC desires to renew the EncodePro.com Standard software for thirty-five (35) Users beginning November 1, 2019, and continuing through September 30, 2022, at the pricing specified in the EncoderPro.com Standard Product Schedule attached to this Amendment Number 12.

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, 2019

Optum360, LLC

By: ______________________________
   Authorized Signature

Printed Name: Jeremy Knight
Title: Sr. Vice President of Sales
Date: October 31, 2019

Agreement No.: 227062.4

University of Mississippi Medical Center

By: ______________________________
   Authorized Signature

Printed Name: LouAnn Woodward M.D.
Title: Vice Chancellor for Health Affairs
Date: October 31, 2019
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, 2019. 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 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-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 Services to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Services even though CPT coding may not be visible or directly accessible; or

3. Makes use of an output of the Services that relies on or could not have been created without the CPT coding embedded in the Services 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.** 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 (30) 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 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. Optum and Customer agree to a two percent (2%) increase for each subsequent renewal.

<table>
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<tr>
<th>Product Name</th>
<th>Number of Users</th>
<th>Annual License Fees Subtotal</th>
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<tr>
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<tr>
<td>EncoderPro.com Expert</td>
<td>95</td>
<td>$26,220.95</td>
</tr>
</tbody>
</table>

*price is shown as the annual renewal amount for 10 months.

IV. **Term and Termination.** This Schedule shall commence as of the Effective Date, and shall continue through September 30, 2022, unless earlier terminated pursuant to the Master Agreement.
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, 2019. 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-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 Services; or

2. Accesses, uses, or manipulates the Services to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Services even though CPT coding may not be visible or directly accessible; or

3. Makes use of an output of the Services that relies on or could not have been created without the CPT coding embedded in the Services 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 license User ID and to protect the Services from improper access. Each purchased user license 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 (30) 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. Optum and Customer agree to a two percent (2%) increase for each subsequent renewal.

<table>
<thead>
<tr>
<th>File Name</th>
<th>Number of Users</th>
<th>Annual License Fees Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>EncoderPro.com Standard</td>
<td>35</td>
<td>$4,544.75 $4,635.75 $4,334.46*</td>
</tr>
<tr>
<td><strong>Total Annual License Fees:</strong></td>
<td></td>
<td>$4,544.75 $4,635.75 $4,334.46*</td>
</tr>
</tbody>
</table>

*price is shown as the annual renewal amount for 11 months.

IV. **Term and Termination.** This Schedule shall commence as of the Effective Date, and shall continue through September 30, 2022, unless earlier terminated pursuant to the Master Agreement.
Blakeney,

The attached contract is ready for signature. Please have Dr. Woodward sign and return to me. I will then obtain Dr. Orgeron’s signature and email you a fully executed copy 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.
## C.4 SIERRA-CEDAR SIMPLE CHANGE ORDER

<table>
<thead>
<tr>
<th>DATE SUBMITTED: 03/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>MASTER ENABLING AGREEMENT</td>
</tr>
<tr>
<td>REFERENCE NUMBER:</td>
</tr>
<tr>
<td>Sierra-Cedar: State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf</td>
</tr>
<tr>
<td>STATEMENT OF WORK REFERENCE</td>
</tr>
<tr>
<td>NUMBER:</td>
</tr>
<tr>
<td>Sierra-Cedar: 45325-Sierra-Cedar-Executed.pdf</td>
</tr>
<tr>
<td>REQUEST SUBMITTED BY:</td>
</tr>
<tr>
<td>Sharon Green, Account Manager, Sierra-Cedar</td>
</tr>
</tbody>
</table>

### CHANGE ORDER NARRATIVE:

**THE PURPOSE OF THIS CHANGE ORDER IS TO:**

1. Document UMMC’s decision to extend the go-live date for Human Capital Management & Payroll from January 2, 2019 to July 1, 2019.
2. Add the deployment of the Workday Open Enrollment process to the project scope.
3. Extend Workday Senior Inventory Consultant Jay Naffziger through December 2019 for 80 hours a month.
4. Document UMMC’s decision to extend the go-live date for Supply Chain Management from July 1, 2019 to November 1, 2019.

### THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

No additional functionality will be implemented with the implementation date move of HCM. The new HCM Go Live date will align with the Finance Go Live date. The move of the Supply Chain Go Live will allow UMMC to implement with Workday functionality that is coming available in future Workday updates, including WD 33 to be delivered in September. Billable rates are accounted for in the original agreement. The parties acknowledge that these scope adjustments may impact the number of support hours provided, but the positive or negative impact on the total project budget cannot be estimated at the time of this Change Order. The parties will continue to monitor the project financials and make appropriate resource adjustments, if necessary, during the course of the engagement.

### ATTACHMENTS, SCHEDULES OR TABLES:

Based upon the current situation, a definite impact upon the hours estimate is unable to be confirmed at this time. UMMC and Sierra-Cedar will continue to monitor the project consulting services budget and will document necessary adjustments in the future, as needed.
This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 45235-Sierra-Cedar-Executed.pdf

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEedar, INC.

Sierra-Cedar, Inc.

By:

Name: Brian E Fees

Title: Corporate Officer/EVP

Date: August 21, 2019

CLIENT

State of Mississippi, Department of Information Technology Services

By:

Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date:

Dr. LouAnn Woodward, MD

By:

Name: Dr. LouAnn Woodward, MD

Title: Vice Chancellor for Health Affairs and Dean, School of Medicine

Date:
Master Services Agreement

This Master Services Agreement ("Agreement") is entered into on this 19th day of January 2018 between Sierra-Cedar, Inc., a Delaware corporation with its principal offices at 1255 Alderman Drive, Alpharetta, Georgia 30005 ("Consultant") and Mississippi Department of Information Technology Services, a corporation with principal offices at 3771 Eastwood Drive, Jackson, Mississippi 39221 ("Client"). Collectively Consultant and Client shall be known as the "Parties".

The Parties agree as follows:

MASTER TERMS AND CONDITIONS

1. Services Provided by Consultant
   Consultant shall provide Client with computer and consulting services ("Services") as specified in a Statement of Work executed by the Parties ("SOW"). Each SOW is a separate and independent contractual obligation from any other SOW. Together, these Master Terms and Conditions and the SOW(s) comprise this Agreement. Each SOW shall, as applicable, specify the type of Services to be performed, any specific tasks to be performed by each Party, location and approximate start and end dates of each assigned Consultant, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any relevant acceptance and testing procedures and criteria.

2. Fees, Expenses, & Payment
   For all Services performed pursuant to a SOW or other request for Services that references this Agreement, Client shall: (I) pay Consultant at the rates explicitly set forth in each SOW or, if not explicitly set forth in such SOW then according to the Sierra-Cedar Labor and Rates Policy attached hereto as Exhibit B and the then current Consultant Standard Hourly Rates; and (II) pay Consultant within thirty (30) calendar days after the date of each twice monthly invoice. Any late payment shall accrue interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is less. All payments related to this Agreement are non-refundable. Client is responsible for all taxes, duties, and customs fees concerning the Services performed hereunder, excluding taxes based on Consultant's income. Any payment not drawn on a U.S. or Canadian bank must be made by wire transfer.

3. Staffing
   3.1 Coordination of Resources. Consultant will work with Client to assess and meet staffing and resource needs for provision of the Services. If Client notifies Consultant that it is dissatisfied with the services of any person supplied by Consultant, Consultant shall try in good faith to promptly resolve any concerns. If Client continues to be dissatisfied with such person, Consultant will remove that person from the situation and will assign different person to Client's work as soon as possible. Consultant shall have the right to
remove or replace an assigned individual with a similarly skilled individual in the event such removal or replacement is required due to promotion, leave of absence, illness, or the like. Notwithstanding, Client may not require the replacement of key Consultant personnel assigned to a fixed-fee or not-to-exceed engagement (and identified in the SOW as key personnel) except for issues related to performance or inappropriate behavior.

3.2 Non-Solicitation. Client and Consultant agree that during the term of this Agreement, and for a period of twelve months after its termination or expiration, neither Party shall hire, directly or through a staffing company or placement agency, or otherwise retain as an employee or independent contractor an employee or contractor who worked for the other Party or an Affiliate of the other Party at any time during the course of this Agreement; provided, however, that such restriction shall not prohibit either party from accepting interest from, interviewing, offering employment to, or hiring or otherwise retaining any such employee or contractor: (1) as a result of general solicitation or advertising to the public, including, but not limited to, employment ads placed in newspapers of general circulation, or internet job sites; (2) as a result of interest or solicitation initiated by the employee or contractor; or (3) following termination of the employee or contractor by the Party by whom the employee or contractor is, at the time of execution of this Agreement, employed or engaged. For purposes of this Agreement, "Affiliate" of a Party means any entity which is owned or controlled, in whole or in part, by the Party or any entity which owns or controls, in whole or in part, a Party.

4. Obligations of Consultant
Consultant shall perform or cause to be performed its obligations as set forth in the applicable SOW. All subcontractors hired by Consultant to perform Consultant obligations pursuant to a SOW shall be bound to perform such obligations as if such obligations were being performed by Consultant and Consultant shall be liable for the actions of such subcontractors while performing Services pursuant to this Agreement as if such actions were the actions of Consultant. Consultant may subcontract to an Affiliate. In addition, Consultant shall:

(a) designate and provide for each SOW one Consultant point of contact who shall be responsible for answering and resolving Client’s questions and issues relating to the project(s) described therein; and

(b) provide sufficient, qualified, knowledgeable personnel capable of performing Consultant’s obligations set forth in the applicable SOW.

5. Obligations of Client
Client shall fulfill its obligations as set forth in the applicable SOW and the following obligations (collectively referred to as "Client Obligations"):

(a) designate and provide for each SOW one Client point of contact who shall be responsible for answering and resolving Consultant’s questions and issues relating to the project(s) described therein; and
(b) provide sufficient, qualified, knowledgeable personnel capable of: (i) performing Client's obligations set forth in the applicable SOW; (ii) participating in the project and assisting Consultant's consultant resources in reviewing Work Product; and (iii) facilitating the search for information and requirements;

(c) provide Consultant with reasonable access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by Consultant in order to facilitate Consultant's performance of the Services set forth in each SOW;

(d) provide Consultant with such reasonable working space, equipment, office support (including but not limited to analog phone lines for dial up capabilities, digital or analog phone lines for long distance and local calls related to the provision of Services, internet access of the same speed and quality as is provided to Client's employees, photocopying equipment, and the like), and adequate environment for Consultants, so that they can conduct efficient analytical work and hold meetings with Client personnel and/or other Consultant personnel, all as Consultant may reasonably request; and reasonably cooperate with Consultant as may be set forth in the applicable SOW to facilitate Consultant's performance of the Services set forth thereunder.

6. SOW Change Order Process

If Consultant is performing services on an hourly basis and Client wishes to add services or extend the engagement, Client may so request in writing to Consultant, which may be via e-mail. If Consultant is not able to accommodate the request, it will so notify Client. If either party desires to change the Services to be provided pursuant to a SOW as to which payment for which is not on an hourly basis, the following process shall be followed:

(a) Consultant will prepare an amendment for Client's review documenting the change, including relevant information such as additional resources required, revised end-dates, and additional fees, if applicable;

(b) When Consultant and Client have agreed on the contents of the change order, both parties shall so indicate, either by signing the change order or transmitting approval of the change order via fax, email, or other electronic means.

(c) Once a change order has been agreed to in such manner by the Parties, it shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the applicable SOW.

7. Ownership and Proprietary Rights

7.1 Ownership of Pre-existing Materials. Client acknowledges and agrees that Consultant is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications, user documentation, and other materials used by Consultant in the course of its provision of services hereunder which were in existence prior to the execution of this Agreement (collectively "Consultant's Materials"). Client also acknowledges and agrees that in entering
Sierra-Cedar

Into this Agreement, Client acquires no rights in Consultant’s Materials. Client shall not copy, transfer, sell, distribute, assign, display, or otherwise make Consultant’s Materials available to third parties. Client agrees to secure and protect each module, software product, piece of documentation, and every other portion of Consultant’s Materials so as to protect all of Consultant’s rights therein.

7.2 Ownership of Tangible Work Product. The tangible property and work products created by Consultant pursuant to this Agreement (“Work Product”) shall mutually belong to Client and Consultant.

7.3 Ownership of Data Processing Know-how. Client recognizes that Consultant’s business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its client engagements. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of Client, then Consultant will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively “Know-how”). To the extent such Know-how is contained or reflected in the Work Product, Consultant hereby grants Client a fully paid up, perpetual license to use such Know-how only for its internal business. Client will not sublicense or sell Know-How to any third party, and will not use or exploit the Know-How to compete with the information technology and consulting business of Consultant.

8. Confidentiality
The Parties acknowledge and agree that in the course of performing under this Agreement, each will disclose to the other trade secrets and other confidential information, including Consultant’s Material and Know-how (“Confidential Information”) relating to each party’s business. Each party agrees not to disclose the Confidential Information of the other to any third party and to treat it with the same degree of care as it would its own confidential information. Each party further agrees not to disclose the Confidential Information of the other to any employees other than those with a need to have access to it, and to instruct those employees on the need to maintain the confidentiality of the Confidential Information. The parties acknowledge and agree that failure to abide by these confidentiality obligations would constitute a material breach hereof, and would irreparably harm the non-breaching party, and that the aggrieved party shall be free, in addition to other relief, to seek injunctive relief to cure or prevent any such breach or further breach, without need of posting a bond. Confidential Information will not include information that: (i) is or becomes publicly available through no wrongful act of the receiving party; (ii) was lawfully obtained by the receiving party from a third party who
was without any obligation to maintain the Confidential Information as confidential; (iii) was previously known to the receiving party without any obligation to keep it confidential; or (iv) was independently developed by the receiving party without the use of or reliance upon the Confidential Information of the disclosing party.

9. Warranty and Warranty Exclusions
Consultant warrants that (a) the services it provides hereunder will be performed in a professional and workmanlike manner in accordance with industry standards; (b) it has the authority to enter into this Agreement; (c) it will perform the Services in a manner that complies with all applicable laws and regulations. Client agrees that all development work performed under this Agreement using third-party proprietary development and integration tools shall be subject to the limitations, if any, of Client’s license agreements with such other third-party software vendors. CONSULTANT DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING UNDER STATUTORY OR COMMON LAW.

10. Sole Remedy and Limitation of Liability
CLIENT’S SOLE REMEDY HEREUNDER SHALL BE RETURN OF FEES PAID TO CONSULTANT FOR ANY SERVICE WHICH CLIENT DEMONSTRATES TO BE IN BREACH HEREOF OR OTHERWISE ACTIONABLE BY CLIENT. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF A POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONSULTANT’S LIABILITY HEREFUNDER EXCEED THE AMOUNT PAID BY CLIENT PURSUANT TO THE SOW IN EFFECT WHEN THE ACTION GIVING RISE TO THE LIABILITY AROSE, WHETHER ARISING OUT OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, ANY OTHER TORT, INCLUDING INTENTIONAL TORTS, OR ANY OTHER CAUSE OF ACTION. CLIENT ACKNOWLEDGES THAT IT IS WAIVING ANY RIGHT TO RECOVERY UNDER ANY STATE’S UNFAIR COMPETITION/UNFAIR AND DECEPTIVE ACTS OR PRACTICES STATUTE (OR SIMILARLY NAMED STATUTES) TO THE EXTENT SUCH RECOVERY (INCLUDING ANY ATTORNEY’S FEE AWARD) EXCEEDS AMOUNTS PAID BY CLIENT TO CONSULTANT PURSUANT TO THE SOW IN EFFECT WHEN THE ACTION GIVING RISE TO THE LIABILITY AROSE.

11. Trademarks/Service Marks/Use of Names
The parties acknowledge and agree that: neither party shall hereby gain rights in any trademarks or service marks (“marks”) used in connection with the business of the other; neither shall use such marks of the other without written consent; and neither shall alter the marks or other proprietary legends made in connection with the marks of the other
party. Notwithstanding the foregoing, Consultant may include Client's name on its list of customers in materials provided to prospective clients.

12. Termination

Unless otherwise explicitly agreed to by the Parties in the applicable SOW, either party may terminate this Agreement or any SOW at any time by giving the other party written notice of termination; provided that: (i) all fees due under this Agreement and all SOWs for Consultant services performed through the date of termination shall be paid by Client to Consultant upon the effective date of such termination; (ii) Client shall not be due any refund or credit; and (iii) in the event that this Agreement is terminated, all SOWs thereto shall be simultaneously terminated with this Agreement. Client agrees to provide Consultant with a minimum of ten business days advance notice of an unscheduled SOW termination or staffing reduction. In the event Client provides less than ten business days notice, Consultant reserves the right to invoice Client for sixteen hours of consulting services per consulting resource released. In the event of suspension, termination or staffing reduction, Client shall also be responsible for all non-refundable advance purchase airline tickets scheduled within ten business days prior to notification of the suspension, termination or staffing reduction. Consultant may terminate or suspend performance upon Client's breach of contract, including breach arising from non-payment, Client's failure to timely comply with its obligations under any SOW, or Client's failure to promptly accept properly performed services by signing Acceptance Certificates pursuant to any SOW. Notwithstanding, neither party may unilaterally terminate this Agreement while work is ongoing on a fixed-fee or not-to-exceed SOW other than for a material breach which remains uncured for more than ten days following written notice by the other party.

13. Dispute Resolution

Except for actions for injunctive relief, the parties will attempt to resolve any disputes that arise out of or in connection with this Agreement through good faith negotiation. If a dispute arises, the Client Project Manager and the Consultant Account Executive shall first try to resolve it. If the dispute is not resolved within 10 business days, either party may escalate the dispute by contacting, In the case of Consultant, Brian Fees, Executive Vice President/Corporate Officer (telephone 888-745-3545 or Brian.Fees@Sierra-Cedar.com) or in the case of Client, Paul Veregge, Chief Information Officer (telephone 601-984-1010 or paul.veregge@umc.edu). These parties shall attempt to resolve the dispute by mutual agreement.

If the dispute has not been resolved within 7 days after either party escalates the process, either party may initiate non-binding mediation by sending notice in writing to the other party identifying the issues in dispute and requesting that they be resolved through mediation and proposing a neutral mediator. The party receiving the request for mediation

Executed by SC1 1/18/18 in counterpart
shall have 3 business days after receipt of the request to accept or reject the mediation request and to respond to the initiating party’s suggestion of a mediator.

If the request for mediation is rejected or the dispute has not been resolved within 30 business days following the date of the request for mediation or such other date as is agreed upon by the parties, either party may move forward to resolve the dispute in the courts of Fulton County, Georgia.

14. Indemnification

The Parties agree that to the extent permitted by law each will indemnify, defend, and hold harmless the other Party and its officers, directors, employees, and contractors from any third party claim for personal injury, property damage, or intellectual property infringement which arises from the gross negligence or intentional wrongdoing of the indemnifying Party. Client acknowledges that Consultant makes no representations regarding and accepts no indemnification obligation with regard to any third party commercially available software.

With regard to intellectual property infringement, Consultant shall have no liability to indemnify for any claim based on: (a) use of Consultant Work Product outside the scope of this Agreement and/or a Statement of Work; (b) the combination, operation, or use of the Work Product furnished or authorized under this Agreement and/or a Statement of Work with software, hardware, or other materials not furnished by Consultant or reasonably anticipated by the applicable Statement of Work if such infringement would have been avoided by the use of the Work Product without such software, hardware or other materials; or (c) any modification by Client of the Work Product not made or authorized in writing by Consultant.

15. General

15.1 Notices. Any notices required hereunder shall be deemed received five days after mailing by certified mail, return receipt requested, or upon delivery by overnight courier with proof of delivery to the following addresses:

<table>
<thead>
<tr>
<th>If to Consultant:</th>
<th>If to Client:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sierra-Cedar, Inc.</td>
<td>Mississippi Department of Information Technology Services</td>
</tr>
<tr>
<td>Attn. General Counsel</td>
<td>Attn: Craig Orgeron, Ph.D.</td>
</tr>
<tr>
<td>1255 Alderman Drive</td>
<td>3771 Eastwood Drive</td>
</tr>
<tr>
<td>Alpharetta, GA 30005</td>
<td>Jackson, MS 39211</td>
</tr>
</tbody>
</table>
15.2 **Venue: Choice of Law.** Any litigation brought related to this Agreement shall, if brought by Client, be brought in the State of Georgia. This Agreement shall be governed by and construed according to the internal laws of the state in which suit is filed. Any action for injunctive relief hereunder shall be brought in the federal or state courts in Fulton County, Georgia.

15.3 **Relationship of Parties.** This is an agreement for professional services. The parties hereto are independent of one another and both agree that no agency, employment, franchise, or other relationship exists between the parties. Neither party shall have the authority to bind the other with respect to third parties or in any other manner.

15.4 **Severability.** If any provision of this Agreement is held to be unenforceable or invalid, in whole or in part, then all of the remaining provisions shall nevertheless continue in full force and effect.

15.5 **No Assignment.** Neither party may assign this Agreement or the rights granted hereunder without the prior written consent of the other, except that a party may assign this Agreement to any successor to the business of the party by merger, consolidation, or sale of assets or to any corporation controlling, controlled by, or under common control with the party and Consultant may assign its right to receive payment hereunder.

15.6 **Payment by Credit Card or Bank Issued Purchasing Card.** Sierra-Cedar does not accept payment by credit card or bank issued purchasing card.

15.7 **Client Use of Third Party Vendors.** If Client requests Consultant to submit information such as time records or invoices to a third party agency such as a vendor manager or payment manager, all costs associated with Consultant's use of the third party agency shall be borne by Client. Consultant shall have no obligation to provide such third party agency with confidential or personal information nor shall Consultant's submission of information to the third party agency relieve Client of any obligations hereunder.

15.8 **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the parties hereto. Both parties acknowledge and agree that none of the rights or obligations granted or undertaken herein shall inure to the benefit of any third parties.

15.9 **Insurance.** Consultant agrees that it shall maintain at least the following minimum levels of insurance and upon Client's request shall cause a Certificate of Insurance to be issued and mailed to the Client.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000 each occurrence and $2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 combined single limit</td>
</tr>
<tr>
<td>Excess Liability Insurance</td>
<td>$7,000,000 each occurrence and aggregate</td>
</tr>
</tbody>
</table>

Executed by SCI 1/18/18 in counterpart
<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation and Employer’s Liability</td>
<td>State minimum for each state where work is performed</td>
</tr>
<tr>
<td>Errors and Omissions</td>
<td>Not less than $5,000,000</td>
</tr>
</tbody>
</table>

Mailing Address for Certificate of Insurance:
Mississippi Department of Information Technology Services
Attn: Jill Chastant
3771 Eastwood Drive
Jackson, MS 39211

15.10 Schedules, Exhibits and Attachments. These terms are used interchangeably and refer to the following referenced documents:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>A.</td>
<td>Reserved</td>
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<td>B.</td>
<td>Reserved</td>
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<td>C.</td>
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<td>D.</td>
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<td>E.</td>
<td>Reserved</td>
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<tr>
<td>F.</td>
<td>Reserved</td>
</tr>
</tbody>
</table>

15.11 Force Majeure. Either party shall be excused from performance hereunder for any period such party is prevented from performing any services pursuant hereto in whole or in part as a result of any act of God, war, earthquake, fire, flood, storm, civil disobedience, court order, labor dispute, or other cause beyond such party's reasonable control. Such non-performance shall not constitute grounds for termination or default.

15.12 Entire Agreement. This Agreement shall constitute the entire Agreement between the parties hereto and supersedes all prior agreements and/or representations between the parties relating to the subject matter hereof. The parties acknowledge and agree that they have not relied upon any representations not set forth herein in entering into this Agreement. Both parties have had the opportunity to have this Agreement reviewed by competent counsel. Any change or amendment to this Agreement must be in writing and signed by both parties in order to be effective. No omission or delay by Consultant or Client to enforce any right or remedy under this Agreement shall be a waiver of such right or remedy. No terms, provisions, or conditions of any
purchase order will have any effect on the obligations of the parties under or otherwise modify this Agreement.

15.13 **No Conflict.** Consultant and Client each represent and warrant that execution and performance of this Agreement does not and will not violate, conflict with, or constitute a default under any contract, commitment, arrangement, understanding, agreement, or restriction, or any adjudication, order, injunction, or finding of any kind by any court or agency to which Consultant or Client respectively is bound.

15.14 **Electronic documents.** The Parties agree to treat facsimile or electronic copies of documents as binding on the Parties in the same manner and to the same degree as original versions of the same documents.

15.15 **Change in Document.** By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum, each party will be deemed to represent to the other that the signing party has not made any changes to such document from the draft(s) most recently provided to the other party by the signing party, or vice versa, unless the signing party has expressly called such changes to the other party’s attention in writing (e.g., by “redlining” the document or by a comment memo or email).

15.16 **Excused Performance.** Consultant’s nonperformance of its obligations as to any specific Deliverable or other obligation under this Agreement shall be excused if and to the extent such nonperformance is due to: (a) Client’s failure to perform its responsibilities as set forth in this Agreement, provided that Consultant provides Client with regular periodic updates and status reports and uses commercially reasonable efforts which do not involve additional costs to Consultant to perform notwithstanding Client’s failure to perform; (b) the acts or omissions of Client or its agents, entities or any third party authorized to act on its behalf which hinder or delay Consultant’s ability to perform its obligations under this Agreement; (c) Client’s failure to perform any activity or performance an action required under this Agreement (other than an action required of Consultant) which hinders or delays Consultant’s ability to perform its obligations under this Agreement; or (d) force majeure or unanticipated substantive changes to applicable laws and regulations that interrupt, delay or fundamentally alter the scope of the engagement.
IN WITNESS WHEREOF, the parties acknowledge that they have each read the terms hereof and that in signing below, they agree to all of said terms.

Sierra-Cedar, Inc.

By: [Signature]
Name: Brian E. Feas
Title: EVP/Corporate Officer
Date: January 18, 2018

Mississippi Department of Information Technology Services

By: [Signature]
Name: Craig P. Orgeron
Title: Executive Director
Date: 1/19/18

Executed by SCI 1/18/18 in counterpart
ADDENDUM TO MASTER SERVICES AGREEMENT

This standard contract addendum is an integral part of the Master Services Agreement ("Agreement") entered into by and between Sierra-Cedar, Inc. ("Consultant") and the Mississippi Department of Information Technology Services ("ITS") as contracting agent for the University of Mississippi Medical Center ("Client"). Consultant, ITS and Client hereinafter collectively referred to herein as "Parties." The Parties acknowledge and agree that pursuant to a Request for Proposals Number (7241), issued by the City of Denver for the acquisition of Enterprise Resource Planning Financials/Human Resource Management Software Support, Consultant was the successful proposer in an open, fair, and competitive procurement process to provide the services described in the Agreement; further ITS has the right to re-use awards made by other governmental entities when certain conditions are met. Now therefore, the following contractual terms take precedence over all relevant provisions of the Agreement.

1. Mississippi Employment Protection Act. Consultant represents 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. Consultant 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. Consultant 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. Consultant understands and agrees that any breach of these warranties may subject Consultant 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 Consultant 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, Consultant would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

2. Governing Law. The Agreement is governed by and interpreted under the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

3. Availability of Funds. The continuance of Agreement is based on availability of funds. It is expressly understood and agreed that the obligation of Client to proceed under the Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under the Agreement. If the funds anticipated for the fulfillment of the 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

Page 1 of 6

Executed by Brian Fees 1-18-2018
appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Client for the payments or performance due under the Agreement, ITS shall, upon the direction of Client, have the right to immediately terminate the Agreement, without damage, penalty, cost or expense to Client or ITS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Client shall have the sole right to determine whether funds are available for the payments or performances due under the contract.

4. **Taxes.** The Consultant is liable for all taxes. Sections 27-65-1, *et seq.*, and 27-67-1, *et seq.*, of the Mississippi Code exempts Client and other State institutions from State sales and use taxes. Likewise Client will not pay excise or personal property taxes and if the Consultant is liable for these they should be taken into consideration in formulating the pricing of bids. It is the Consultant’s responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible taxing liabilities in connection therewith.

5. **Payment.** Any references to the payment of invoices and the imposition of late fees or interest within a specified time frame less than that allowed to a state agency for payment of invoices under the Mississippi statutes (Section 31-7-1 *et seq.*, of the Mississippi Code and other relevant statutes) are hereby deleted. Consultant shall submit invoices with the appropriate documentation to Client as services are rendered. Consultant shall submit invoices and supporting documentation electronically during the term of the Agreement using the processes and procedures identified by Client. Client agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by ITS within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Consultant’s choice.

6. **Late Payment.** If payment of undisputed amounts is not made to Consultant within forty-five (45) days of Client’s receipt of the invoice, Client shall be liable to Consultant for interest at a rate of one and one-half percent (1 1/2 %) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7. **Attorney’s Fees.** Any reference to attorney’s fees or court costs to be paid by Client or ITS is deleted.

8. **Indemnification.** Any references to Client or ITS indemnifying or holding harmless the Consultant are deleted. Neither Client nor ITS does not agree to defend or indemnify any Consultant.

9. **Mediation/Arbitration.** Any references to mediation or to binding arbitration or to Client or ITS waiving its rights to a trial by jury are hereby deleted.
10. **Limitation on Liability.** Any provisions in the Agreement limiting Consultant’s liability are hereby deleted and replaced with the following: “Unless jointly agreed otherwise in writing, Consultant’s liability shall not exceed the total amount paid by Client to Consultant under the contract, including any amounts paid pursuant to amendments and change orders. In no event will Consultant be liable to Client for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Consultant and/or the Consultant’s employees or subcontractors. The language contained herein tending to limit the liability of the Consultant will apply to Client to the extent it is permitted and not prohibited by the laws or constitution of Mississippi.”

11. **Sovereign Immunity.** Client does not waive its sovereign immunities or defenses as provided by law by entering into the Agreement, and any references limiting Client’s remedies are hereby deleted.

12. **Mississippi Accountability and Transparency Act.** 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 the Agreement and any subsequent amendments shall be posted to the State of Mississippi’s accountability website.

13. **Personnel Assignment Guarantee.** It is the parties’ intent that the Engagement Manager, HCM Core Consultant, Payroll and Effort Reporting Lead Consultant, and Financial Core Accounting Consultant remain a part of the Project throughout the earlier of: (i) the duration of his or her scheduled responsibilities, (ii) the duration of this Agreement, or (iii) agreement of the Parties. Consultant shall not remove the Engagement Manager, HCM Core Consultant, Payroll and Effort Reporting Lead Consultant, and Financial Core Accounting Consultant from the Project except for a compelling reason. “Compelling reason”, as used herein, shall include such things as departure from Consultant’s employment, replacement of the individual at the request of Client, prolonged illness of the individual, or other compelling reasons, but shall not include the convenience of the Consultant. Client acknowledges that because of employee privacy concerns, Consultant may not be permitted to explain the compelling reason to Client. Should the Engagement Manager, HCM Core Consultant, Payroll and Effort Reporting Lead Consultant, and Financial Core Accounting Consultant depart for a compelling reason, the replacement Engagement Manager, HCM Core Consultant, Payroll and Effort Reporting Lead Consultant, and Financial Core Accounting Consultant shall have equal or greater ability, and at least a comparable mix of experience and qualifications as the departing individual and shall be subject to the prior written approval of Client. Consultant will assume transition costs, generally in the form of the costs of an overlap of services, if possible, or billing for a period of approximately two weeks for introduction of a new individual into the role. Client acknowledges that continuity of key project personnel from Client is also critical to the success of this Project and will endeavor in good faith to ensure such personnel are dedicated to the Project for the duration of their assignment and remain available through the Warranty Period. Client acknowledges that Client’s failure to provide sufficient qualified, knowledgeable personnel dedicated to the project on a continuous basis would
affect Consultant’s ability to maintain agreed upon work schedules and to provide agreed upon Services.

14. Liquidated Damages. The parties agree that the agreed upon Go-Live dates for HR/Payroll and Finance are very important to Client. Client’s position is that failure to meet those Go-Live dates will cause Client damages, the actual amount of which may be impractical and extremely difficult to ascertain. It is therefore agreed that as to any miss of one of those two Go-Live dates which results solely from actions or inactions of Consultant, Consultant will be responsible for liquidated damages as set forth below:

- HR/Payroll: in the amount of $250,000.00 if not operational at the mutually agreed upon Go-Live date of January 2, 2019 and $7,500.00 per business day beginning two (2) days thereafter. This assumes a February 2018 start date as provided in the SOW.

- Finance: in the amount of $5,000.00 per day for each business day that the module is not operational after the mutually agreed upon Go-Live date of July 1, 2019. This assumes a February 2018 start date as provided in the SOW.

Client may waive the assessment of liquidated damages on a case-by-case basis at its sole discretion.

Client will provide Consultant with at least ten days written notice of its intent to assess liquidated damages. Liquidated damages shall not apply if delay is caused (in whole or in part), excluded, agreed upon, excused, or induced by the State, by any third party, or by a force majeure event. The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the State may have under this Agreement for Consultant’s breach of the Agreement, including without limitation, the State’s right to terminate the Agreement. The State may recover actual damages in excess of the liquidated damages. Any assessment of liquidated damages, however, shall be credited to any subsequent assessment of actual damages for the same event. Liquidated damages due to the State from the Consultant hereunder may be deducted from monies due or to become due to Consultant in connection with this Agreement.

15. Change Orders. It is understood that the Client 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 the Consultant except by the express written approval of the Client. The Consultant shall be obligated to perform all changes requested by the Client which have no price or schedule effect.

15.1 The Consultant 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 Client nor the Consultant shall be obligated to execute such a change order; if no such change order is executed, the Consultant shall not be obliged or authorized to perform services beyond the scope of the Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.
15.2 With respect to any change orders issued in accordance with this section, the Consultant shall be compensated for work performed under a change order according to the hourly change order rate specified which is incorporated herein in Exhibit G. If there is a service that is not defined in the change order rate, the Consultant and the Client will negotiate the rate. The Consultant shall invoice the Client and the Client shall pay invoice amounts on the terms set forth in this Agreement.

15.3 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 unless otherwise agreed in the change order. The change order will be issued for a total fixed dollar amount which may not be exceeded. The project work plan will be revised as necessary.

15.4 The Consultant will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

16. Order of Precedence. The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

A. This Addendum to Master Services Agreement.
B. The Agreement signed by all parties, including any mutually agreed upon, amendments and change orders signed by ITS, CLIENT and Consultant;
C. Any exhibits attached to this Agreement;
D. Any mutually agreed upon SOWs.

The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Consultant. Documents A-D 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 documents A – D 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. Addendum to Master Services Agreement") and the lowest document is listed last ("D. Any mutually agreed upon SOWs").

For the faithful performance of the terms of the contract, the parties have caused this Contract Addendum to be executed by their undersigned representatives.
State of Mississippi, Department of Information Technology Services

By: __________________________
(Signature)

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: ___/19/18

Sierra-Cedar, Inc.

By: __________________________
(Signature)

Printed Name: Brian E. Fees
Title: EVP/Corporate Officer
Date: January 18, 2018
STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

This Statement of Work ("SOW") is made effective as of January 19, 2018 ("SOW Effective Date") by and between Sierra-Cedar, Inc. ("Sierra-Cedar", "SCI") and Mississippi Department of Information Technology Services on behalf of the University of Mississippi Medical Center ("CLIENT", "UMMC"). This SOW incorporates by reference the Master Services Agreement ("MSA") between the Parties ("Agreement"). All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties under or otherwise modify the Agreement or this SOW.

1. General Information:

<table>
<thead>
<tr>
<th>Sierra-Cedar Account Executive</th>
<th>Name: Walter Kisner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1255 Alderman Drive</td>
</tr>
<tr>
<td>City/State/ZIP:</td>
<td>Alpharetta, GA 30005</td>
</tr>
<tr>
<td>Phone:</td>
<td>678-256-2255</td>
</tr>
<tr>
<td>Mobile:</td>
<td>214-738-0759</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:Walter.Kisner@sierra-cedar.com">Walter.Kisner@sierra-cedar.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIENT Project Director and Project Manager</th>
<th>Name: Al Faulk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>350 Woodrow Wilson Drive, Ste. 1601</td>
</tr>
<tr>
<td>City/State/ZIP:</td>
<td>Jackson, MS 39213</td>
</tr>
<tr>
<td>Phone:</td>
<td>(601) 951-0878</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:afaulk@umc.edu">afaulk@umc.edu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIENT Billing Contact</th>
<th>Name: Paul Verege</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>350 Woodrow Wilson Drive, Ste. 1601</td>
</tr>
<tr>
<td>City/State/ZIP:</td>
<td>Jackson, MS 39213</td>
</tr>
<tr>
<td>Phone:</td>
<td>(601) 984-1010</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:Paul.verege@umc.edu">Paul.verege@umc.edu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIENT Site at which Services are to be performed¹</th>
<th>Name: University of Mississippi Medical Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>City/State/ZIP:</td>
<td>350 Woodrow Wilson Drive, Ste. 1601</td>
</tr>
<tr>
<td></td>
<td>Jackson, MS 39213</td>
</tr>
</tbody>
</table>

¹ Services may be performed at additional sites as may be mutually agreed upon by the Parties.

Exhibit 4
STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

2. Services to Be Provided:

2.1 SCI and UMMC will collaborate, each performing assigned/required tasks and activities, to deploy the Workday business applications into the UMMC operational environment, as further outlined in this section. The scope, services, methodology, timeline, team performance expectations and functional planning assumptions are outlined in subsequent sections of this document. SCI will provide consulting services, as described in this SOW, to assist the UMMC project team with deploying the Workday business applications identified in Section 2.2. The consulting services will include:

2.1.1 Project Engagement Management: SCI will collaborate with Client's project manager to lead the project according to the most current Workday methodology. SCI will prepare the project schedule and report project status semi-monthly to the Client's Executive Team, SCI's Executive Team, and Workday's PMO. The details and timing of status reporting will be included in a communications plan developed by the parties. Working with the Client Project Manager, SCI will also coordinate the scheduling of SCI resources and Workday's Delivery Assurance reviews.

2.1.2 Functional Solution Design & Configuration Support for in-scope business areas.

2.1.3 Functional Consulting Support for:

2.1.3.1 Functionality in the business areas considered in scope (as defined in Section 2.2).

2.1.3.2 NOTE: The final scope of functionality for the initial deployment will be confirmed at the end of the Architect Stage for each of the major project Workstreams (HCM/Payroll, Financials/Supply Chain and Student) and documented in a Scope Confirmation Document.

2.1.4 Technical Consulting Support as follows:

2.1.4.1 Data Conversion and the Tenant Build Process: SCI will be responsible for loading data into Workday. Client will be responsible for extracting, mapping and transforming legacy data, and creating a single source file for SCI to use to load data appropriately. Client will also be responsible for validation of the migrated data with each tenant build.

2.1.4.2 Integrations Assistance: SCI will assist Client with Design, Development, and Testing of Integrations between Workday and other institutional or external systems. SCI will be responsible for configuration of Cloud-Connect integrations (a/k/a Packaged or Delivered Integrations). With remaining estimated integrations support hours, SCI will assist Client staff with creating the required integrations inventory and reviewing designs, and coach the Client staff in the development of Integrations. Client may ask SCI to develop certain integrations on behalf of the Client, which may result in additional fees.

Confidential Page 2 1/18/2018
ST HMT OF WORK TO THE HASTER SERVICES AGREEMENT

2.1.4.3 Reporting & Analytics Support: Client staff will run and become familiar with delivered Workday reports. SCI functional consultants will suggest select standard reports by area for Client usage. In addition, SCI will assist the Client by preparing and delivering a Reporting and Analytic Workshop or consulting session to help Client staff review and tweak delivered reports and create mandatory custom reports. Client may ask SCI to develop additional reports on behalf of the Client, which may result in additional fees.

2.1.5 Change Management, End-User Training Support: Upon request by UMMC, Sierra-Cedar consultants will work collaboratively with the Client team to develop appropriate Change Management, End-User Training & Testing Strategies and plans. Sierra-Cedar will use available tracking tools and templates to support these activities and work with Client staff to utilize any client-provided training and testing tools to support the efforts. SCI will help Client staff to execute the required change management, end-user training and testing activities and tasks, per the resource plans in Exhibit F.

2.1.6 SCI and Client will work collaboratively as a joint team to deploy the Workday business applications into the Client operating environment. The joint team will follow the current Workday Deployment Methodology described in Exhibit E.

2.2 Software Scope: UMMC has elected to deploy the Workday suite of applications, as follows:

<table>
<thead>
<tr>
<th>Products and Functionality Planned for Initial Deployment</th>
<th>Out of Scope Products and Functionality These items are not included in the deployment estimate provided in this SOW</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Human Capital Management &amp; Payroll:</strong></td>
<td><strong>Human Capital Management &amp; Payroll:</strong></td>
</tr>
<tr>
<td>- Core HCM</td>
<td>- Time Tracking</td>
</tr>
<tr>
<td>- Compensation Management</td>
<td>- Workday Learning</td>
</tr>
<tr>
<td>- Talent Management</td>
<td>- Non-US Payroll</td>
</tr>
<tr>
<td>- Benefits Management (Client responsible for Open Enrollment process)</td>
<td>- Advanced Compensation (For deployment after the initial go-live &amp; according to appropriate processing cycle)</td>
</tr>
<tr>
<td>- Absence Management</td>
<td>Performance Management</td>
</tr>
<tr>
<td>- Academic Information</td>
<td>Financial Management:</td>
</tr>
<tr>
<td>- US Payroll &amp; Effort Reporting</td>
<td>- Independent Entity Accounting</td>
</tr>
<tr>
<td>- HCM Recruiting</td>
<td>- Multi-Book Accounting</td>
</tr>
<tr>
<td></td>
<td>- Projects: Budgeting, Billing and Project Management</td>
</tr>
<tr>
<td><strong>Financial Management &amp; Supply Chain:</strong></td>
<td>- Workday Planning</td>
</tr>
<tr>
<td>- Core Financials &amp; Financial Data Model</td>
<td></td>
</tr>
<tr>
<td>- Cash Management, Banking &amp; Settlement</td>
<td></td>
</tr>
</tbody>
</table>

Exhibit 4

Executed in Counterpart by SCI on 1/18/18
STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

<table>
<thead>
<tr>
<th>Products and Functionality Planned for Initial Deployment</th>
<th>Out of Scope Products and Functionality These items are not included in the deployment estimate provided in this SOW</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Procurement &amp; Spend Management</td>
<td>Hold for future deployment:</td>
</tr>
<tr>
<td>- Inventory</td>
<td>- Academic Foundation &amp; Student Engagement</td>
</tr>
<tr>
<td>- Business Assets</td>
<td>- Student Recruiting</td>
</tr>
<tr>
<td>- Revenue Management</td>
<td>- Admissions &amp; Application</td>
</tr>
<tr>
<td>- Endowment and Gift Processing</td>
<td>- Curriculum Management</td>
</tr>
<tr>
<td>- Expenses (Travel Management - May deploy with HCM)</td>
<td>- Student Records</td>
</tr>
<tr>
<td>- Basic Project Accounting (Use of Project Worktag and Accounting for Capital Projects)</td>
<td>- Academic Advising</td>
</tr>
<tr>
<td>- Grants Management Post Award Functionality</td>
<td>- Financial Aid</td>
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<tr>
<td>- Delivered Reporting and Analytics</td>
<td>- Student Financial Management</td>
</tr>
<tr>
<td></td>
<td>Other Workday Student roadmap items not listed as in-scope Reporting and Analytics</td>
</tr>
<tr>
<td></td>
<td>- Prism</td>
</tr>
<tr>
<td></td>
<td>Other Workday Products which may become available during the projects</td>
</tr>
</tbody>
</table>

2.3 UMMC will deploy the in-scope Workday products referenced in Section 2.2 across the critical divisions of Instruction, Research and Clinical in a single tenant environment. Other independent entities, such as a Development Foundation, are excluded from the scope of services being provided under this SOW.

2.4 Workstreams & Timelines: The project will be deployed by product workstream, according to the most recent Workday Implementation Methodology (Exhibit E), as follows:

2.4.1 HCM/Payroll Deployment: Estimated January 2018 – January 2019. This Workstream includes the planned activities that SCI and UMMC will perform together to introduce the critical functionality required for go-live available in Workday HCM and Payroll business applications into the UMMC operational environment, as further described in this SOW.

2.4.2 Financials/Grants & Supply Chain Deployment: January 2018 – July 2019. This Workstream includes the planned activities that SCI and UMMC will perform together to introduce the critical functionality required for go-live available in Workday Financials, Grants & Supply Chain business applications into the UMMC operational environment, as further described in this SOW.

2.4.3 Workday Student: July 2019 – December 2021. This Workstream includes the planned activities that SCI and UMMC will perform together to introduce the critical...
STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

functionality required for go-live available in Workday Student business application, including Academic Foundation, Curriculum, Recruiting & Admissions, Student Records & Advising, Financial Aid and Student Financials, into the UMMC operational environment, as further described in this SOW.

2.4.4 Additional Workday Product Deployment: UMMC may have the ability to subscribe to Projects, Planning, PRISM Analytics Learning. The deployment and introduction of these products will be scheduled during the Plan Stage of the project and will be scoped and timed to support the business process needs of each area. If UMMC elects to deploy products not listed in Section 2.2 as being in scope, a change order will be required.

2.5 The estimates set forth in Exhibit F of this Statement of Work are based upon the information provided by UMMC to date, as well as additional discussions with the UMMC staff and leadership throughout to date, and are not guaranteed. Workday updates delivered during the course of the project will be evaluated by UMMC and SCI for benefit, effort, and cost. Only items considered mandatory to meet regulatory compliance will be automatically included within the scope of the initial go-live for each workstream. Other new functionality will need to be escalated through the project change control and/or governance process for approval. Functionality approved for deployment will be included in the project and may require additional fees and/or be reflected in an appropriate change order process. The joint project team will deploy/introduce Workday delivered business processes as the starting point for UMMC business process reviews and design sessions. The intention is for UMMC to develop standardized business processes to be used across all entities involved in the deployment.

2.6 Unless otherwise specified in this agreement or arranged with the assigned consultants, a standard workweek consists of a forty-hour Work-week, typically delivered Monday through Thursday, when travel to client site is necessary.

2.7 SCI shall prepare a monthly report on project status and participate in monthly project status meetings. This report will also show the effort expended to date and as a percentage of the total planned effort and the percentage of tasks completed per the project plan, in addition to other items of interest, as may be agreed among the project management team members.

2.8 Upon the conclusion of the Plan Stage and the Architect Stage activities for each workstream, SCI and UMMC will meet to confirm the project schedule, scope, and work together to adjust the resource plans of the parties, accordingly.

3. Planned Consultant Resources:
3.1 The Consulting Resource plans are included in Exhibit F

4. Additional CLIENT Obligations:

4.1 CLIENT shall be responsible for the overall project management, the Client’s technical infrastructure, and support during the implementation including, without limitation, knowledge and experience of the Client’s operating environments and databases. CLIENT
STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

shall be responsible for the Client’s technical architecture design, deployment, performance tuning and operations to support the Software including, without limitation, server hardware, database platform, operational procedures, and networking in accordance with Workday hardware and software requirements.

4.2 CLIENT will dedicate project team members who shall perform the roles and responsibilities substantially similar to those set forth in the attached Exhibit D.

4.3 CLIENT shall provide input, review, and participation during performance of the Services, including, without limitation, requirements gathering, design, working sessions, and day-to-day engagement tasks. CLIENT shall ensure that its employees make time available, and provide Sierra-Cedar personnel access to key users and technical personnel within CLIENT’s organization as it relates to the performance of Services.

4.4 CLIENT’s participation in Sierra-Cedar’s performance of Services shall be at the levels set forth in the attached Exhibit D. In the event of any significant deviations from the planned project structure, timeline, or scope, including UMMC’s participation levels as set forth in the attached Exhibit D and Sierra-Cedar’s participation levels set forth in the attached Exhibit F, UMMC and Sierra-Cedar will negotiate a proportionate adjustment to the project estimate, timeline and/or project scope, which shall be documented in a mutually executed written Change Order.

4.5 CLIENT shall review and comment on draft materials prior to general publication in a timely manner.

4.6 CLIENT shall be responsible for establishing and following such project change control procedures as it deems appropriate for this engagement. Sierra-Cedar shall be entitled to rely on any written change order given to it by CLIENT, regardless of the form of such change order. Although their use is not required for a CLIENT change order to be effective, examples of change order documents are attached as Exhibit C.

4.7 CLIENT shall pay for the Services in the manner and within the amount of time agreed to by the Parties.

4.8 CLIENT will contract with and pay Workday directly for other required services, such as:
- Workday Product Training and Education
- Workday Delivery Assurance Services
- Workday Customer Success Services
- Any required Workday services related to new products that are not specifically identified in the SOW.

5. Fee Structure:

5.1 Provided CLIENT fulfills the CLIENT Obligations outlined herein, Sierra-Cedar shall provide CLIENT with the advice and consultation services outlined herein on a time and expense basis with an onsite rate which is inclusive of all travel and living expenses and a lower
STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

offsite/remote rate. Sierra-Cedar will be responsible to absorb all travel and living expenses within the onsite rate and such costs will not be billed separately to CLIENT.

5.2 Sierra-Cedar shall send twice monthly invoices to CLIENT. Payment of any invoice sent by Sierra-Cedar shall be processed as outlined in the Agreement.

5.3 Sierra-Cedar does not accept payment by credit card or purchasing card. Payments will be made via ACH or check.

5.4 Sierra-Cedar shall not be required to submit information such as additional time sheets or invoices to any third-party agency, such as a vendor manager or payment manager.

5.5 The hourly rates associated with this SOW are:

CONTINUED - SEE TABLES ON FOLLOWING PAGE
# Statement of Work to the Master Services Agreement

<table>
<thead>
<tr>
<th>SCI Professional Service Rates for Onsite Services</th>
<th>HCM/Financials Hourly Rates (USD)*</th>
<th>Student Hourly Rates (USD)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Functional &amp; Technical Project Advisor</td>
<td>$246</td>
<td>$291</td>
</tr>
<tr>
<td>(Upon Request)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution Architects – Technical &amp; Functional</td>
<td>$246</td>
<td>$291</td>
</tr>
<tr>
<td>Engagement Management Team</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Technical Coordinator</td>
<td>$216</td>
<td>$216</td>
</tr>
<tr>
<td>Functional Business Area Consultants</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Data Migration Team</td>
<td>$221</td>
<td>$226</td>
</tr>
<tr>
<td>Integrations and BIRT Developers</td>
<td>$221</td>
<td>$226</td>
</tr>
<tr>
<td>Reporting &amp; Analytics Consultants</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Workday Student Product Advisory Services (Under Subcontract to SCI)</td>
<td>If required</td>
<td>$316</td>
</tr>
<tr>
<td>Workday Planning Consultants</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>(Workday Product Advisory, if needed and separately negotiated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workday Inventory Consultants</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Change Management &amp; End User Training Support</td>
<td>$221</td>
<td>$226</td>
</tr>
<tr>
<td>Testing Support</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Application Security Support</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Additional Functional / Technical Support (unspecified)</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>PRISM Deployment Consultants</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Business Process Alignment Team (aka Readiness Consultants)</td>
<td>$246</td>
<td>$266</td>
</tr>
</tbody>
</table>

Footnote: These rates are valid through the fiscal year indicated above. Beginning 7/01/2020 for the HCM/FIN and 12/01/21 for the Student, the indicated rates will increase in accordance with the Consumer Price Index (CPI) as measured from the immediately prior year.
STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

<table>
<thead>
<tr>
<th>SCI Professional Service Rates for Offsite/Remote Services</th>
<th>HCM/Financials Hourly Rates (USD)*</th>
<th>Student Hourly Rates (USD)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Functional &amp; Technical Project Advisors (Upon Request)</td>
<td>$205</td>
<td>$250</td>
</tr>
<tr>
<td>Solution Architects – Technical &amp; Functional</td>
<td>$205</td>
<td>$250</td>
</tr>
<tr>
<td>Engagement Management Team</td>
<td>$180</td>
<td>$195</td>
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<tr>
<td>Technical Coordinator</td>
<td>$175</td>
<td>$175</td>
</tr>
<tr>
<td>Functional Business Area Consultants</td>
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<td>$195</td>
</tr>
<tr>
<td>Data Migration Team</td>
<td>$180</td>
<td>$185</td>
</tr>
<tr>
<td>Integrations and BIRT Developers</td>
<td>$180</td>
<td>$185</td>
</tr>
<tr>
<td>Reporting &amp; Analytics Consultants</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Workday Student Product Advisory Services (Under Subcontract to SCI)</td>
<td>If required</td>
<td>$275</td>
</tr>
<tr>
<td>Workday Planning Consultants</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Workday Inventory Consultants</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Change Management &amp; End User Training Support</td>
<td>$180</td>
<td>$185</td>
</tr>
<tr>
<td>Testing Support</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Application Security Support</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Additional Functional / Technical Support (unspecified)</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>PRISM Deployment Consultants</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Business Process Alignment Team (aka Readiness Consultants)</td>
<td>$205</td>
<td>$225</td>
</tr>
</tbody>
</table>

Footnote: These rates are valid through the fiscal year indicated above. Beginning 7/01/2020 for the HCM/FIN and 12/01/21 for the Student, the indicated rates will increase in accordance with the Consumer Price Index (CPI) as measured from the immediately prior year.
STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

5.6 The estimate for Services set forth in Exhibit F was developed based upon the assumption that any feature or functionality not explicitly identified in Section 2.2 as being in scope for this SOW is considered out of scope for the initial deployment. UMMC may request to expand the functional scope during the course of the engagement. SCI and UMMC will determine the project impact and create a change order to accurately reflect the scope change. In the event, the scope change may increase SCI's effort and fees, the proposed change order will be required to go through UMMC's desired project governance process and approved in writing by both parties.

5.7 The resource plan/project consulting estimate (Exhibit F) to complete the scope of work defined herein is based upon a planned on-site percentages as shown. Typically, more on­site time is required early in the project and toward go live.

5.8 Client has established a budget of $14,295,098.00 for the services, including expenses, being provided by Sierra-Cedar pursuant to this SOW. Any services to Client that would result in Client being invoiced amounts in excess of $14,295,098.00 must be the subject of a mutually-executed Change Order that specifies the additional services to be provided and applicable compensation.

6. Schedules, Exhibits and Attachments: These terms are used interchangeably and refer to the following referenced documents. This SOW specifically excludes any document not referenced herein.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Intentionally Deleted</td>
</tr>
<tr>
<td>B.</td>
<td>Sierra-Cedar Time Billing, Labor and Rate Policy</td>
</tr>
<tr>
<td>C.</td>
<td>Sierra-Cedar Sample Change Order Form</td>
</tr>
<tr>
<td>D.</td>
<td>UMMC Core Project Team</td>
</tr>
<tr>
<td>E.</td>
<td>Implementation Methodology</td>
</tr>
<tr>
<td>F.</td>
<td>SCI Consulting Resource Plan &amp; Cost Estimate</td>
</tr>
<tr>
<td>G.</td>
<td>Change Order Rate Table</td>
</tr>
</tbody>
</table>
7. **Expiration of Offer:** The offer set forth in this SOW and in the Agreement is valid only through January 31, 2018, and in the event such documents are not executed by such date, the offer is rescinded, and all terms are null and void.

The authorized representatives of the parties have signed this Statement of Work.

**SIERRA-CEDAR, INC.**

Sierra-Cedar, Inc.

By: [Signature]

Name: Brian E. Fees

Title: EVP/Corporate Officer

Date: January 18, 2018

**MISSISSIPPI INFORMATION TECHNOLOGY SERVICES**

Mississippi Information Technology Services

By: [Signature]

Name: Craig P. Orgeron

Title: Executive Director

Date: 1/19/18
BILLABLE TIME POLICY

The following are Sierra-Cedar's policies with respect to consultant time billable to CLIENT:

Hours Worked:
Consulting support is billed on a time and material basis, based on the actual hours worked on CLIENT matters, whether performed onsite or offsite. CLIENT matters exclude time devoted to submission of time and expense reports and similar internal administrative functions.

Consultants maintain a daily timesheet of all hours worked with a brief designation of the nature of work performed for that day. Hours are logged to the nearest quarter of an hour.

For ad hoc consulting engagements, in which a consultant is brought in for a one or two day assignment, a minimum of eight (8) hours per day will be charged unless prior arrangements have been made for part time work.

International Travel:
No international travel will be required under this SOW.

Lunch Time:
CLIENT will not be billed for consultants' lunch time, unless work or business is conducted during that time.

SIERRA-CEDAR STANDARD RATES & PAYMENT
Payment of any invoice sent by Sierra-Cedar shall be processed as outlined in the MSA. Invoices shall issue twice monthly. Remittance shall be made to the address designated on the invoice or to the following lockbox address:

Sierra-Cedar, Inc.
PO Box 402521
Atlanta, GA 30384-2521

Standard Hourly Rates change periodically based upon market conditions and other factors as determined by Sierra-Cedar. Sierra-Cedar services shall be invoiced at the rates specified pursuant to a given SOW. If a SOW does not specify negotiated rates, the Standard Hourly Rate then in effect will be used. Sierra-Cedar agrees to provide a minimum of thirty days notice to CLIENT of any change in the Standard Hourly Rate applicable to a CLIENT project.
**C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER**

<table>
<thead>
<tr>
<th>DATE SUBMITTED:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>MASTER SERVICE AGREEMENT REFERENCE NUMBER:</td>
<td>Sierra-Cedar:</td>
</tr>
<tr>
<td>STATEMENT OF WORK REFERENCE NUMBER:</td>
<td>Sierra-Cedar:</td>
</tr>
<tr>
<td>REQUEST SUBMITTED BY:</td>
<td>Sierra-Cedar</td>
</tr>
</tbody>
</table>

**CHANGE ORDER NARRATIVE:**

THE PURPOSE OF THIS CHANGE ORDER IS:

THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

**ATTACHMENTS, SCHEDULES OR TABLES:**

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled .

The authorized representatives of the parties have signed this Change Order.

**SIERRA-CEDAR, INC.**

Sierra-Cedar, Inc.

By: __________________________

Name: _______________________

Title: _______________________

Date: _______________________

**UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

University of Mississippi Medical Center

By: __________________________

Name: _______________________

Title: _______________________

Date: _______________________

Executed in Counterpart by SCI on 1/18/18
UMMC will name participants for each role listed in this Exhibit no later than January 31, 2018.
### UMMC Core Project Team and Participation Expectations

<table>
<thead>
<tr>
<th>Role</th>
<th>Name (Primary &amp; Secondary)</th>
<th>Time or Effort Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Project Sponsor</td>
<td></td>
<td>Up to 10%</td>
</tr>
<tr>
<td>Client Program Manager</td>
<td></td>
<td>Up to 80%</td>
</tr>
<tr>
<td>Client Project Manager</td>
<td></td>
<td>Up to 100%</td>
</tr>
<tr>
<td>Project Administrator</td>
<td></td>
<td>Up to 50%</td>
</tr>
<tr>
<td>Change Management/Communications Lead</td>
<td></td>
<td>Up to 100%</td>
</tr>
<tr>
<td>End-User Training Specialist</td>
<td></td>
<td>Up to 80% depending upon methodology stage</td>
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<tr>
<td>Functional Area Leads/SMEs:</td>
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<td>Up to 50% &amp; 100% during peak periods</td>
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<tr>
<td>HCM</td>
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<tr>
<td>Benefits</td>
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<tr>
<td>Compensation</td>
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<td>Time Tracking/Kronos</td>
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<td>Absence Management</td>
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<td>Activity Pay</td>
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<tr>
<td>Talent Management</td>
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<tr>
<td>Career Planning</td>
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<td>Succession Planning</td>
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<td>Performance &amp; Goals</td>
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<td>Onboarding</td>
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<td>Financial Accounting</td>
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<td>Expenses</td>
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<td>Cash Management &amp; Settlement</td>
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<td>Revenue Management – Customer Accounts &amp; Billing</td>
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<tr>
<td>Endowment &amp; Gift Accounting</td>
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<td>Capital Project Accounting</td>
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<td>Procurement</td>
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<td>Business Assets</td>
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<tr>
<td>Inventory</td>
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<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
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</tr>
</tbody>
</table>

Confidential Page 16 1/18/2018

Executed in Counterpart by SCI on 1/18/18
### UMMC Core Project Team and Participation Expectations

<table>
<thead>
<tr>
<th>Role</th>
<th>Name (Primary &amp; Secondary)</th>
<th>Time/Or Effort Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget &amp; Planning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Reporting</td>
<td></td>
<td></td>
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<tr>
<td>Academic Foundation and Student Engagement</td>
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<tr>
<td>Curriculum</td>
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<tr>
<td>Recruiting</td>
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<tr>
<td>Admissions</td>
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<tr>
<td>Student Records</td>
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<tr>
<td>Academic Advising</td>
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<tr>
<td>Financial Aid</td>
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<tr>
<td>Student Financials</td>
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<tr>
<td>Technical Area SMEs:</td>
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<td>Up to 100% based upon methodology stage</td>
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<tr>
<td>Reporting – Cross</td>
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<tr>
<td>Functional – Cross</td>
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</tr>
<tr>
<td>Business Area</td>
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<td></td>
</tr>
<tr>
<td>Technical Project Manager/Coordinator</td>
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<tr>
<td>Application Security &amp; Business Process</td>
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<tr>
<td>Administrator(s)</td>
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<td></td>
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<tr>
<td>Testing Manager</td>
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<td></td>
</tr>
<tr>
<td>Data Conversion Lead</td>
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<tr>
<td>Data Conversion Support</td>
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<tr>
<td>Integrations Lead</td>
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<tr>
<td>Integrations Developers</td>
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<tr>
<td>Post Production Support</td>
<td></td>
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</tr>
<tr>
<td>Organization Team</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Upon completion of the Architect phase of each Project Workstream, UMMC and SCI will create a Scope Confirmation Report, which shall outline:

- Key functional scope parameters for each business area
- Prioritize functionality for deployment and
- Document any items that may be planned for deployment after the initial go-live
- Confirm the timeline for application deployment
- Detail Discovery Results: There are several features and functions, which further clarify the scope and planning assumptions for the implementation, which are based upon UMMC responses to detail discovery questionnaires and follow up conversations with SCI consultants, during the planning stage.

These items could impact some of the project planning and resource assumptions included in this SOW. At the conclusion of the Architect Stage, the detail plan and scope will be re-confirmed and adjustments to this SOW, if necessary, will be documented.
Integrations

The development and deployment of the integrations is a shared responsibility. UMMC will assume responsibility for the design and development of all integrations SCI is providing a bucket of technical integrations support hours for each Workstream to be used as needed by UMMC to provide coaching and mentoring support for the UMMC staff in the design and development of required integrations using the Workday provided tools, as well as performing design and other knowledge transfer activities and/or developing some integrations, upon UMMC request. In addition, SCI will provide assistance to support a comprehensive end to end testing strategy related to the integrations. In the planning stage of the project, SCI and UMMC will jointly determine the appropriate usage of planned support hours.

Workday requires that certified Workday Implementation Partner staff configure all “Cloud-Connect” integrations. As a result, SCI will be responsible for any of the necessary Cloud-Connect integrations and will work with the UMMC technical team to design and develop all required integrations. The joint team will follow an approach, similar to the following:

- During the discovery and design process, an integration consultant will review an integrations inventory provided by UMMC. Sierra-Cedar and UMMC will prioritize the final list of integrations during the Plan and Architect phase and document the plan in the SCI Integration Tracker Tool. This inventory will be analyzed to determine which integration tool(s) would effectively support each integration. In addition, the level complexity for each integration and effort estimates will be noted in the Integrations tracker.
- The Integration Tracker and corresponding information are used to assign responsibility for each integration. As noted above, all Cloud Connect Integrations must be completed by a Certified Workday Partner. Therefore, those integrations will be assigned to Sierra-Cedar.
- Typically, SCI assists client teams with their assigned integration projects. SCI may assist with design reviews, design and code walkthroughs, development consultation, and or testing strategies & plans. Typically, this assistance averages about 10% of the Client’s overall anticipated development effort.
- Once the Integration Inventory is completed, the Integration Tracker tool will be updated, and the integrations estimates will be revised and included.
- Sierra-Cedar and UMMC will meet together and determine if any Change Order is required, once the final assignments have been made.
- Firewalls and any required SFTP services will be configured correctly by UMMC to make the necessary inbound and outbound calls for the integrations.
- UMMC will be responsible for any third-party communications to complete integrations.
- Use of a Workday Configured Integration assumes that no new development of the interface specification is required.
Sierra-Cedar

EXHIBIT E

Implementation Methodology and Related Notes

- Where changes are required for UMMC’s integration platform or internal system, UMMC must provide experienced resources and assume responsibility for making such changes. Integration estimates do not include any effort required on UMMC’s internal platform or system.

- UMMC will verify the accuracy of the data and provide corrected data in order to complete integration testing prior to go-live.

- Unless otherwise specified in this SOW, any integration development that is not using the Workday delivered toolset is considered out of the scope of Sierra-Cedar services. This includes development of any processes that would be producing data for Workday to consume, development of any processes that would be consuming data from Workday, and any development for a service bus other than the delivered Workday service bus.

- UMMC will be responsible for developing an Integration Test Plan and performing integration testing with guidance from Sierra-Cedar.

DATA CONVERSION

Sierra-Cedar will lead data workshops to assist UMMC with developing an overall strategy for migrating data; designing a repeatable data migration process, including, data mapping; migrating data; and validating migrated data following each data build, for reasonableness. UMMC intends to utilize a software tool to aggregate data as a centralized data conversion repository. The overall data conversion process is a joint project activity and a shared responsibility between SCI and UMMC. UMMC is responsible for extracting legacy system data, cleaning the data, merging any duplicate records and preparing the standard load files and SCI is responsible for loading the data into Workday.

UMMC staff is responsible for combining any data from multiple sources into a single set of clean data and mapped appropriately for loading into Workday. UMMC is also responsible for validating migrated data with each tenant progression.

SCI and UMMC will follow Workday’s historical data migration standards for each major business application.

REPORTING

SCI will assist UMMC with developing an overall reporting strategy and plan and conduct a Workday Reporting workshop for UMMC reporting resources. SCI’s reporting lead will work with UMMC to prioritize and estimate report development for the initial go-live and document the effort in SCI’s Reporting Tracker tool. Reporting development and roll out of analytic dashboards is primarily a UMMC responsibility with SCI supporting the UMMC developers, as needed.
Implementation Methodology and Related Notes

The joint team will follow an approach, similar to the following:
- SCI will lead a Reporting Workshop for the UMMC Reporting Team
- SCI and UMMC will develop a report inventory and prioritize them for deployment.
- SCI and UMMC will estimate the effort and assign reports to the reporting team.
- SCI will be available to UMMC staff to develop dashboards and/or reports assigned to the UMMC reporting team.
- UMMC may ask SCI to complete some key reports.
# Deliverables

The following table summarizes the minimum deliverables by phase and the owners and contributors for each deliverable. During the planning stage, the final set of deliverables will be determined. Owners are primarily responsible for completing the deliverable, while contributors are involved in this effort and provide support and review. The list of deliverables includes:

<table>
<thead>
<tr>
<th>DELIVERABLE BY STAGE</th>
<th>DELIVERABLE DESCRIPTION</th>
<th>UMMC</th>
<th>SIERRA-CEDAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management Plan</td>
<td>Documents the project workplan and schedule, and includes tasks, milestones, responsibilities, timelines, dependencies, and deliverables for the scope for the planning phase of the implementation project.</td>
<td>Contributor</td>
<td>Owner</td>
</tr>
<tr>
<td>Project Charter</td>
<td>Defines the key messages to the Project stakeholders and participants outlining strategic direction, operational vision, timeline and scope of the Project.</td>
<td>Owner</td>
<td>Contributor</td>
</tr>
<tr>
<td>Project Kickoff</td>
<td>Introduces team members and executive sponsors. Overview of project goals, review of scope and high-level timeline. Initial Prototype demonstration, Identification of project roles and responsibilities.</td>
<td>Owner</td>
<td>Contributor</td>
</tr>
<tr>
<td>Change Management Strategy</td>
<td>Defines the overall change enablement strategy to support the deployment of Workday. It defines the sequenced change initiatives needed to prepare and motivate the stakeholders to perform in the target state, such as stakeholder identification and communications, establishing a change network, training and performance support, and organization readiness.</td>
<td>Owner</td>
<td>Reviewer</td>
</tr>
<tr>
<td>Communication Plan</td>
<td>Operational instrument used to plan and execute all stakeholder interventions. It describes, in full detail, the who (audiences and owners), what (objectives), and how (interventions) of the Communication and Engagement Approach.</td>
<td>Owner</td>
<td>Reviewer</td>
</tr>
</tbody>
</table>
**Weekly Status Reports**
Established the planning phase. Quick report of status against tasks, issues, milestones and key dates. The Project Management Team will monitor the Project against this plan. This project management structure will then apply to the next stage of the Project.

<table>
<thead>
<tr>
<th>Contributor</th>
<th>Owner</th>
</tr>
</thead>
</table>

**Data Conversion Approach**
Includes the conversion scope (transaction data and historical data), validation approach, key concepts, conversion methodology, and other considerations. Provides documentation of the employee data that must be captured by location, workforce, and/or employee group and/or financial balances or journal detail and appropriate student record retention, per Workday guidelines.

| Owner (UMMC is Responsible for Extracting Data from UMMC Source Systems and Providing a Single Clean Data Load File in Prescribed Format for each Data Load) | Owner |

**Integration Approach**
Includes the overall Project approach for identifying, managing and solution integration requirements as they relate to the Workday solution. Includes direction on tool sets.

| Owner | Contributor |

**Foundation Tenant Build**
The purpose of Foundation Tenant is to allow the Client to see a subset of their own data in the Workday environment to allow them to start visualizing how the system will look, and potential areas of concern before additional data conversions are executed. Please note that after the initial deployment, the Foundation Tenant for the subsequent Workstreams will begin with a copy of production.

| Contributor | Owner |

**ARCHITECT**

<table>
<thead>
<tr>
<th>Design Kickoff Document/Deck</th>
<th>PowerPoint Deck used to overview the goals and activities of the Architect Stage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design and Development Standards</td>
<td>Document that describes the Design and Development standards to be used in preparation of subsequent deliverables.</td>
</tr>
<tr>
<td>Business Process &amp; Configuration Design</td>
<td>Determine organizational roles for configuration in the business processes. Documents foundational decisions including items such as Supervisory Organization structure, HCM Staffing Model(s), Employee Types, Core HR Data Values, Compensation items, Financial accounting structure and Academic Foundation.</td>
</tr>
<tr>
<td>Integration Inventory and Requirements Document</td>
<td>Integrations Tracker Spreadsheet: Lists each priority integration.</td>
</tr>
</tbody>
</table>

| Contributor | Owner |

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*Executed in Counterpart by SCI on 1/18/18*
## Implementation Methodology and Related Notes

<table>
<thead>
<tr>
<th>Integration Design Documents</th>
<th>Each integration is defined and integration requirements including data mapping, functional requirements, and process flows for packaged and custom integrations are documents.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workday Configuration Tenant Build</td>
<td>Configuration Tenant – Full data will be executed to convert data to prepare a Workday tenant for end-to-end testing. CLIENT is responsible for validating its accuracy.</td>
</tr>
<tr>
<td>Tenant Management Plan</td>
<td>Identifies the tenant management strategy and approach for managing each tenant.</td>
</tr>
<tr>
<td>Conversion Data Extract process and data validation</td>
<td>Create standard data repository to be used as the single source for loading data into Workday. This includes extracting data from multiple sources, merging &amp; purging records, cleaning merged data to prepare clean data to support the load to Workday. Prepare and conduct data validation with each data migration.</td>
</tr>
<tr>
<td>Load Conversion Data</td>
<td>Using standard Workday workbooks, load the data into the Workday tenant with each data migration.</td>
</tr>
<tr>
<td>Business Process Review Summary</td>
<td>Playback sessions with key Stakeholders are conducted. Business process is approved and documented.</td>
</tr>
<tr>
<td>Integrations Development</td>
<td>Integrations developed and unit-tested for HCM/Payroll.</td>
</tr>
<tr>
<td>Training Needs Assessment</td>
<td>An assessment is conducted to document specific training needs for each audience type. The training needs assessment gathers information required for developing an appropriate training plan, based upon the learning needs of participants, user populations for each role and divisional/geographic distribution of each population.</td>
</tr>
<tr>
<td>Training Strategy</td>
<td>A document that defines the tools and techniques that will be utilized to support the end user training curriculum and on-going onboarding support of new hires.</td>
</tr>
<tr>
<td>Training Curriculum</td>
<td>This is listing of required electronic and/or instructor led courses that are required for each user-specific role.</td>
</tr>
</tbody>
</table>
### Exhibit 4

#### Implementation Methodology and Related Notes

<table>
<thead>
<tr>
<th>Test Case</th>
<th>Description</th>
<th>Contributor</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>End to End Testing Tenant Build</strong></td>
<td>End to End Testing Tenant – Full data and configuration to support the desired business processes will be established related to each Workstream. This tenant will be used for System Testing (End to End Business Process Testing) of all critical processes in preparation for go-live. CLIENT is responsible for validating its accuracy.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Test Strategy, Plan, and Test Cases</strong></td>
<td>Test strategy will define testing, purposes, responsibilities, guidelines, and other information specific to each round of testing. Define all test scenarios to be validated during testing. Sierra-Cedar will provide CLIENT with example test scenarios from Workday as a starting point and facilitate the completion of these by CLIENT.</td>
<td>Owner</td>
<td>Contributor</td>
</tr>
<tr>
<td><strong>Parallel Testing Tenant Provisioned</strong></td>
<td>Parallel Testing Tenant – Tenant will be provisioned for converting all employee / payroll / human resources data to prepare a Workday tenant for parallel payroll testing. CLIENT is responsible for validating its accuracy.</td>
<td>Contributor</td>
<td>Owner</td>
</tr>
<tr>
<td><strong>Integrations Test Plan and Testing</strong></td>
<td>Test strategy will define testing, purposes, responsibilities, guidelines, and other information specific to each round of testing specific to each integration and communications and scheduling with any external parties or systems. Define all test scenarios to be validated during testing.</td>
<td>Owner</td>
<td>Contributor</td>
</tr>
<tr>
<td><strong>System Testing</strong></td>
<td>Completed test cycle to validate the flow of end-to-end processes between multiple functions and third-party integrations. Support from Sierra-Cedar will include answering questions on how transactions are processed as well as troubleshooting and correcting issues found.</td>
<td>Owner</td>
<td>Contributor</td>
</tr>
<tr>
<td><strong>User Acceptance Testing / Parallel for Payroll</strong></td>
<td>Completed payroll parallel testing for 1 practice parallel run and 2 parallel testing cycles with agreed upon error %. Support from Sierra-Cedar will include answering questions on how transactions are processed and troubleshooting and correcting issues found.</td>
<td>Owner</td>
<td>Contributor</td>
</tr>
</tbody>
</table>
### Implementation Methodology and Related Notes

<table>
<thead>
<tr>
<th>Training Materials</th>
<th>Prepare materials related to the curriculum of various</th>
<th>Owner</th>
<th>Contributor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Delivery</td>
<td>Curriculum of end-user training sessions completed and user accounts enabled</td>
<td>Owner</td>
<td>Contributor</td>
</tr>
<tr>
<td><strong>DEPLOY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cutover/Transition Plan</td>
<td>Plan for cutover to Workday. Used to track completion of activities and overall status of the cutover</td>
<td>Contributor</td>
<td>Owner</td>
</tr>
<tr>
<td>Production Configuration - GOLD Tenant</td>
<td>All configuration and data migrations for HCM/Payroll, Financials or Student are completed based on confirmation of the Test stage results. (Gold tenant). Validated by CLIENT.</td>
<td>Contributor</td>
<td>Owner</td>
</tr>
<tr>
<td>Production Support Plan</td>
<td>Document that describes roles, responsibilities and business process for post-production support. Sierra-Cedar meets with Workday to transfer CLIENT's deployments to the Workday Production Support Team for HCM/Payroll. This call will take place with Workday Customer &amp; Services Operations to be completed no more than two weeks past go live.</td>
<td>Owner</td>
<td>Contributor</td>
</tr>
</tbody>
</table>

**Definitions:**

- The Owner of a deliverable is defined as the individual(s) who is/are primarily responsible for organizing, defining and creating the deliverable.
- A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable.
- A Reviewer of a deliverable is defined as the individual(s) who may be asked to review and offer comments, observations and/or suggestions prior to finalizing a deliverable.
- Within a Shared Deliverable the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction.

### Knowledge Transfer Process

A Knowledge Transfer (KT) plan is developed to outline the knowledge transfer requirements for each UMMC participant in the project. This plan is designed to guide KT from deployment consultants to UMMC counterparts. It establishes a minimum set of measurable tasks and deliverables that must be performed and delivered such that project team members consistently acquire content they will need to ultimately support the system upon go-live.
At each stage in the deployment process, specific KT activities will be defined and executed according to the project schedule. During the final testing stage, a formal review of the KT materials will be summarized and conducted with the UMMC team.

All of the finalized deliverables identified in the table above would be delivered to UMMC in a mutually-agreed electronic format. Among the deliverables, UMMC and SCI will agree to and memorialize a list of key skills and abilities needed to perform the ongoing duties and responsibilities, and SCI will assist UMMC to assess personnel identified by UMMC per these standards.

UMMC Roles and Responsibilities

In Table 1, we list each of the different roles to be filled by UMMC personnel, along with a brief summary of their respective responsibilities. The planned SCI resources, roles and responsibilities are included in Table 2.

### TABLE 1: CLIENT ROLES AND RESPONSIBILITIES

<table>
<thead>
<tr>
<th>PROJECT COMPONENT</th>
<th>CLIENT RESOURCES</th>
<th>ROLE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leadership &amp; Executive Support</td>
<td>Executive Sponsor Team (2-3 People)</td>
<td>Executive providing strategic vision and objectives, chairing the Steering Team, and resolving escalated issues.</td>
</tr>
<tr>
<td></td>
<td>Steering Team (5-8 People)</td>
<td>Senior leadership team setting objectives and resolving escalated issues.</td>
</tr>
<tr>
<td>Project Management</td>
<td>Program Manager (1 Person)</td>
<td>Oversees this major project as a liaison to the Executive Sponsor and Steering Team. Manages business relationship with Sierra-Cedar and provides guidance to UMMC project managers. Helps resolve issues that are escalated beyond the project manager.</td>
</tr>
<tr>
<td></td>
<td>Project Manager (1 Person per Workstream)</td>
<td>Project Management Specialist with day-to-day responsibility for managing the UMMC project team and deliverables according to the project work plan.</td>
</tr>
<tr>
<td></td>
<td>Project Administrator/Deputy PM (1 Person)</td>
<td>This Project Management Specialist would be responsible for coordination of project tasks and activities across the three divisional entities and technical activities related to the UMMC assignments.</td>
</tr>
</tbody>
</table>
## Implementation Methodology and Related Notes

<table>
<thead>
<tr>
<th>PROJECT COMPONENT</th>
<th>CLIENT RESOURCES</th>
<th>ROLE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Functional Area Leads</td>
<td>1 Functional Area Lead by Workstream (Primary + Secondary)</td>
<td>Lead team of SMEs in reviewing current processes, redesigning processes to align with Workday, help configure business processes in Workday, design and oversee all testing and validation activities, and lead end-user training.</td>
</tr>
<tr>
<td>Technical Roles</td>
<td>Data Migration - HCM (2-3 People)</td>
<td>Senior level technical data architect/developers who oversees the extraction, mapping and data cleansing activities from source systems.</td>
</tr>
<tr>
<td></td>
<td>Integrations Solution Architect/Sr. Integrator (1 Person)</td>
<td>Senior level technical architect/developer who oversees the design and development of integrations and mentors UMMC technical integration team.</td>
</tr>
<tr>
<td></td>
<td>Integration Developers (Several People)</td>
<td>Design and develop integrations.</td>
</tr>
<tr>
<td></td>
<td>Reporting and Analytics Lead (Primary + Secondary) Per Workstream</td>
<td>Design and develop reports and dashboards.</td>
</tr>
<tr>
<td>Change Management Lead (1 Person)</td>
<td>Change Management Lead (1 Person)</td>
<td>Prepare and oversee execution of Change Management Plan, including organizational change and communications.</td>
</tr>
<tr>
<td>Additional Roles</td>
<td>End User Training Lead (1 Person Minimum)</td>
<td>Prepare and oversee execution of End User Training Plan.</td>
</tr>
<tr>
<td></td>
<td>Testing Lead (Primary + Secondary)</td>
<td>Facilitates development of Testing Plan and supervises testing and tracking of test results.</td>
</tr>
<tr>
<td></td>
<td>Security Lead (Primary + Secondary)</td>
<td>Leads the functional leads in designing and configuring security.</td>
</tr>
</tbody>
</table>
Sierra-Cedar Roles and Responsibilities

In Table 2: Consultant Roles and Responsibilities, we list each of the different roles to be filled by Sierra-Cedar. An example of SCI Team structure and effort estimate by role is included in Exhibit F.

<table>
<thead>
<tr>
<th>Sierra-Cedar Role</th>
<th>Responsibilities</th>
<th>Estimated Resources</th>
</tr>
</thead>
</table>
| Executive Sponsor(s)       | • Responsible for being the point of contact representing Sierra-Cedar management team  
                               • Works with the Project Manager on escalated issues to mitigate impact on the project timeline  
                               • Participates in regularly scheduled Steering Committee meetings  
                               • Maintains an ongoing relationship with the customer's executive contacts | 1-2 people – As needed |
| Senior Engagement Manager  | • Assists with resource allocation decisions  
                               • Oversees consulting resource assignments and progress  
                               • Monitors program progress  
                               • Helps to addresses any customer issues or concerns about consulting resources or timelines  
                               • Assists with addressing additional consulting needs resulting from changes to project scope | 1 person – up to 10% - 20% |
| Engagement Manager         | • Responsible for working with the CLIENT Project Manager to manage the overall project to completion  
                               • Monitors compliance with Sierra-Cedar standards and Workday defined project management procedures and templates via Sierra-Cedar project reviews and Workday Delivery Assurance reviews  
                               • Develops manages, and maintains the project plan  
                               • Manage and report on project budget  
                               • Manages the project issues, risks and key decision log  
                               • Sets priorities and evaluates milestones  
                               • Assigns responsibilities  
                               • Provides project health reports to Client and Sierra-Cedar Sponsors and Workday at agreed to intervals  
                               • Prepare regular Steering Committee meeting materials, document and follow up on any resulting action items. Escalates established issues to the Steering Committee  
                               • Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk. | 1 person at up to 100% |
### Implementation Methodology and Related Notes

<table>
<thead>
<tr>
<th>SIERRA-CEDAR ROLE</th>
<th>RESPONSIBILITIES</th>
<th>ESTIMATED RESOURCES</th>
</tr>
</thead>
</table>
| **Technical Coordinator / Manager** | - Interacts 'Mlh Wortday Delivery Assurance, Product Strategy and Development  
- Prepares for and participates in Sierra-Cedar project governance review | 1 person |
| **Functional Solution Architects** | - Coordinates technical and testing activities to help the team meet project milestones and deadlines.  
- Coordinates activities of the technical team related to data conversion, integrations, and reporting.  
- Provides tools, templates, and resources to support testing.  
- Supports testing and communications with 3rd party integrations | May be Multiple Consultants |
| **Functional Consultants** | - Assists with design workshop preparation during the Architect stage and guiding business process design from a cross-functional perspective, working with the Functional Consultants  
- Assists the Functional Consultants with problematic business process configuration around unique requirements.  
- Provides a framework for explaining the impact of key design decisions  
- Articulates the impact of the Workday Roadmap to client requirements |  
- Responsible for leading workshops during the Architect stage and validating business processes are designed from a cross-functional perspective  
- Articulates the Impact of the Workday Roadmap to CLIENT's stated requirements  
- Completes knowledge sharing plan with CLIENT counterpart  
- Prepares for and participates in Sierra-Cedar project governance review  
- Responsible for working with CLIENT to design business processes  
- Supports CLIENT in gathering of functional and reporting requirements  
- Supports CLIENT with data mapping from legacy system to Workday  
- Document functional requirements for integrations  
- Configures Workday according to CLIENT's stated requirements  
- Completes issue and/or blocker documentation as necessary  
- Supports testing, data migration, and integration development efforts | Example Roles (dependent on scope):  
- HCM / Compensation  
- Benefits  
- Payroll  
- Time Tracking to Support Kronos integration as needed  
- Absence Management  
- HCM Recruiting  
- Financials & FDM  
- Banking & Settlement  
- Business Assets  
- Customer Accounts & Grants  
- Procurement, Suppliers  
- Inventory  
- Expenses  
- Planning |

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<table>
<thead>
<tr>
<th>SIERRA-CEDAR ROLE</th>
<th>RESPONSIBILITIES</th>
<th>ESTIMATED RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Integration Architect &amp; Consultant(s)</strong></td>
<td>Escalates issues that may impact the go-live data to the Project Manager</td>
<td>Student Engagement &amp; Academic Foundation</td>
</tr>
<tr>
<td></td>
<td>Prepares for and participates in Workday Delivery Assurance reviews</td>
<td>Curriculum</td>
</tr>
<tr>
<td></td>
<td>The Integration Consultant is responsible for the overall strategy and design of assigned Workday integrations</td>
<td>Recruiting &amp; Admissions</td>
</tr>
<tr>
<td></td>
<td>Plan, lead and facilitate integration workshop, during the Plan and Architect stages</td>
<td>Student Records</td>
</tr>
<tr>
<td></td>
<td>Develop high-level integration strategy and design</td>
<td>Student Finance</td>
</tr>
<tr>
<td></td>
<td>Provide a CLIENT Integration Tracker to manage the Integrations and high level milestones to the Project Manager for the Project Work Plan</td>
<td>Financial Aid</td>
</tr>
<tr>
<td></td>
<td>Communicate design standards to CLIENT developers to provide consistency across integrations</td>
<td>Academic Advising</td>
</tr>
<tr>
<td></td>
<td>Responsible for leading integration workshop(s)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plans, leads and facilitates integration workshop(s) during the early stages of the project</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support the design, configuration and testing of Workday integrations in scope for the deployment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Document design decisions for Inteegations assigned to Sierra-Cedar</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop and unit test Workday integrations assigned to Sierra-Cedar</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support CLIENT with the development and testing of integrations assigned to CLIENT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work with CLIENT team to resolve issues</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Completes knowledge sharing plan with CLIENT counterpart</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepares for and participates in Workday Delivery Assurance reviews</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepares for and participates in Sierra-Cedar project governance review</td>
<td></td>
</tr>
<tr>
<td><strong>Data Migration Team</strong></td>
<td>Responsible for delivering data workshop sessions with the CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants before each build</td>
<td>1-2 people</td>
</tr>
<tr>
<td></td>
<td>Responsible for completing a lessons learned session with the CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants after each build</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsible for building EIBs or iLoads for data migration for each build</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsible for loading customer data into Workday</td>
<td></td>
</tr>
</tbody>
</table>
**Sierra-Cedar**

**EXHIBIT E**

Implementation Methodology and Related Notes

<table>
<thead>
<tr>
<th>Sierra-Cedar Role</th>
<th>Responsibilities</th>
<th>Estimated Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Team</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Resolves data related issues during migrations with support from CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants</td>
<td>2 People (Delivered Reporting and PRISM Specialist)</td>
</tr>
<tr>
<td></td>
<td>The Consultant is responsible for the overall reporting strategy development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plan, lead and facilitate reporting workshop, during the Plan and Architect stages</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsible for leading subsequent reporting workshop(s) and tabs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Documents design decisions for reports assigned to Sierra-Cedar</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop and unit test Workday reports assigned to Sierra-Cedar</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support CLIENT with the development and testing of reports assigned to CLIENT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work with CLIENT team to resolve issues</td>
<td></td>
</tr>
</tbody>
</table>

**Planning Assumptions**

**General:**

- SCI will leverage the delivered Workday business processes and support the introduction of initial data into UMMC's initial Foundation Tenant. The SCI team will utilize work products from the UMMC pre-planning Workstream and additional detail discovery from the Plan stage to inform the business process design sessions in the Architect stage.

- Begin-to-End Business Processes will be evaluated and adjusted as appropriate to effectively utilize the Workday-delivered business processes, available functionality, and configuration options. The goal is to establish a single standard business process across all UMMC divisions. Business process changes or alternate business processes that may significantly increase SCI effort, impact the project go-live and or increase UMMC support costs will be presented for approval through UMMC’s project governance procedures. SCI will provide advice, guidance, and information based on its experience with other implementations about leading practice for such project governance procedures.

- Any temporary integrations with external systems will be evaluated for need and cost justification.

- Prompt decision-making and problem resolution by UMMC will be required to complete the project on time and within budget and meet Institutional expectations. SCI and UMMC will work together to define appropriate resolution timeframes.
Exhibit 4

Sierra-Cedar

EXHIBIT E

Implementation Methodology and Related Notes

- UMMC and SCI will work together to identify timelines for decision making and will devise a governance and decision structure that will enable rapid decisions related to process standardization.
- English will be the only language used for the implementation, communications, and training materials.
- Newly available functionality from Workday updates not already identified in the project scope will be assessed and evaluated during the implementation, for potential inclusion in project scope, as agreed upon between UMMC and SCI.
- A cut-off date will be established for inclusion of new available functionality to mitigate deployment risk.
- SCI will coordinate activities required for Delivery Assurance reviews with Workday.
- SCI will be given access to all business process related preparatory analyses, including readiness assessments, requirements analyses, and any Workday fit/gap assessments completed by UMMC, prior to the start of formal design sessions.

Data Conversion:

- UMMC will be responsible for cleansing and extracting legacy data from any source system or supporting systems to be converted to Workday. This includes responsibility for the quality of conversion data. SCI and UMMC staff will work collaboratively to map the legacy data.
- The current support plan includes the following independent data builds; Foundation Tenant, Configuration Tenant, End to End Tenant, and Gold build. Each data build will take approximately 4 to 6 weeks and will require significant UMMC data validation testing and support from the functional and technical team members. UMMC may request additional data builds and these may be completed for additional cost; any such request(s) and costs will be fully evaluated with respect to the timeline and explicitly agreed before any work will commence.
- Conversion data shall include:
  - HCM
    - Organizations
    - Translation of existing Financial hierarchy elements to Workday Worktags
    - Active Employee Data (including student workers and adjunct faculty)
    - Termination Data for current year and prior year
    - Basic data (name, employee number, Social Security number, dates of services) for all terminate employees
    - Active Contingent Worker Data
    - Leave Balances

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Implementation Methodology and Related Notes

- Year to date payroll balances
- Active Faculty contract terms (note: WD does not house terms and conditions within the Tenant. SCI will load as "worker documents" provided they exist and are available in electronic form, such as scanned pdf files)

• Payroll
  - Current Federal Withholdings
  - Current State Withholdings
  - Current Local Withholdings
  - Current Payment Elections
  - Payroll History Balances
  - Active Withholding Orders
  - Leave history for 2018 from a prior system (Workday’s History from a Prior System functionality will be used for this purpose)

• Financials
  - Balances - Beginning Balances for the current fiscal year. SCI will explain the process to the Client staff. Client may elect to include up to 2-3 additional years of "summary or detail" journal balances to support longitudinal reporting through Workday. Client staff will have the responsibility to perform the data extraction, mapping, transformation and validate all converted information. In the event the Client elects to load additional journal balance or detail information and requires additional SCI support, this could result in a change order.
  - Financial Budget(s) – Up to 3 budget structures overall and a single budget template per fiscal year to support Operating, Capital and Grant budgets.
  - All current open awards and related activities under the awards
  - Centralized billing, collection, and cash application.
  - Sponsors – Limited to active sponsors only
  - Asset Management Information for tracking and depreciation calculations

• Procurement
  - Open Purchase Orders – Sierra-Cedar will discuss the process for handling the conversion of open purchase orders, including manually re-creating open purchase orders in Workday, assuming a fiscal year or quarter-end go live schedule.
  - Active 1099’s (any inactivated within the current year for reporting requirement) - 1099 data will be converted so that the 1099 reporting can be done solely out of Workday
Implementation Methodology and Related Notes

- Open Invoices Supplier Contracts (if setting up Punch-out) – Client should pay everything possible prior to cut over. What cannot be paid out of the legacy system should be closed and potentially manually re-entered in Workday.
- Item Master Files (including User Defined Fields which SCI interprets to mean purchase items and master catalog data. EIB’s are available for loading this information – UMMC staff will need to prepare the information to populate Workday and SCI will support the load into Workday.)
- Vendor Agreements from UMMC (referred to as PO25)
- Contracts from UMMC LCM Module
- Vendor Masters (PO and AP)
- Ship to Locations
- Requisition Locations

Student
- Student Data Migration capabilities will be defined as the Workday Product becomes Generally Available.
- SCI intends to follow the Workday prescribed student data migration plan.

Pricing & Resources:

- Refer to Exhibit F for detailed estimates.
- SCI Executive Account Manager Support is contributed up to 16 hours per month through go-live. Quality Management Review Support time is contributed for up to 6 planned project reviews across the Product Workstreams In scope.
- Generally, the project resource schedule and budget assumes a 50% on-site and 50% off-site consulting work schedule. UMMC and SCI acknowledge that the project work schedules of individual consultants may deviate from the above general assumption from time to time during the course of the project. Consultants are only expected to travel to a single client location in a given week, when air travel is required.
- Should onsite services be requested, the onsite rate will be billed for all hours (including remote hours) worked during a week in which services are provided onsite.

- SCI will not be responsible for any delays in deadlines as a result of defects in the base Workday software and delayed responses from Workday Support Services or related agencies.
- SCI will not be responsible for any delays in UMMC-owned deadlines and/or delayed responses from governance and decision structure or related executive body.
Sierra-Cedar

EXHIBIT E

Implementation Methodology and Related Notes

- SCI is not responsible for correcting software defects or noncompliance discovered in the Workday application. SCI will assist UMMC to inform Workday of the defect and work with UMMC to determine a mitigation strategy, if needed.
- SCI will not be responsible for any loss, damage, delay, or deficiency arising from inaccurate, incomplete, or otherwise defective information or materials supplied by UMMC or their representative.

Staffing/Facilities:

- UMMC will dedicate qualified internal resources for the duration of the project at agreed upon levels. UMMC's Core Project Team members will be fully committed to the project and relieved of other responsibilities as necessary. They will have the appropriate skill sets, be available as required, and be empowered to make decisions regarding the system configuration and operation of the applications. If UMMC is unable to devote enough of the appropriately skilled resources and consultants are used in their place, the consulting costs could understandably increase.
- UMMC personnel will assume primary responsibility for recording minutes of design sessions and other meetings, documenting new business processes, completing and maintaining requirements traceability matrix, composing process-oriented end-user training materials, and conducting end-user training sessions. SCI and UMMC will update the system configuration and business process configurations together. SCI will provide UMMC with the initial Business Process Design and Configuration Guides and UMMC will maintain, going forward.
- UMMC personnel, with assistance from SCI consultants, will develop test scripts, prepare for, and conduct functional testing, and document test results. SCI will assist UMMC to develop a comprehensive Testing Strategy. SCI will also provide a list of example test scenarios for UMMC to use as a starting point for establishing their comprehensive testing activities unique to UMMC's needs.
- The Sierra-Cedar work schedule is subject to time off for holidays, vacation, medical and other leave, unless dictated otherwise by the project schedule and agreed to by UMMC and SCI. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.
- UMMC and SCI Project Team members will be co-located at an appropriate work-enabled facility.
- UMMC will provide SCI consultants with reasonable working space, equipment and office support including, but not limited to the following services:
  - Printer and copier
  - High speed internet access of the same speed and quality provided to internal employees
  - Office supplies
  - Dedicated conference rooms (adequate for conducting efficient analytical work and meeting with internal personnel and/or SCI personnel) as SCI may reasonably request.
Implementation Methodology and Related Notes

- Administrative support as required (i.e., meeting scheduling/coordination, large volume copying or word processing)
- UMMC will provide SCI with reasonable access to its facilities during normal business hours and otherwise as reasonably requested by Sierra-Cedar. This will include any required building/company keys and/or identification and parking permits. If necessary, UMMC will provide after-hours access to the Institution’s facilities to Consultant team personnel.
- UMMC will be responsible to providing SFTP services to support any required file transfers.
The total estimated fee for HCM, FIN and Student as identified is $14,295,098 broken down as $6,829,988 for HCM and FIN and $7,465,110 for Student as detailed below in Table F-1.

Table F-1 Summary of estimated SCI consulting charges and mix of onsite and offsite effort

<table>
<thead>
<tr>
<th>Summary Table</th>
<th>Estimated Cost At Base Rates</th>
<th>Estimated Incremental Cost for Onsite Portion reflecting Onsite Rate</th>
<th>Total Budget Estimate based on Indicated Onsite/Offsite Mix</th>
<th>Estimated Onsite Hours reflected in Total Hours Estimate</th>
<th>Estimated Onsite Mix as Percentage of Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCM/Payroll/Financial including Recruiting/Talent/Endowments Estimate (See Table F-3)</td>
<td>32,584 $5,929,120 $890,868 $6,829,988</td>
<td></td>
<td>21,728</td>
<td>67%</td>
<td></td>
</tr>
<tr>
<td>Student Deployment Estimate - SCI Consulting See Table F-4</td>
<td>37,744 $6,491,400 $973,710 $7,465,110</td>
<td></td>
<td>23,749</td>
<td>73%</td>
<td></td>
</tr>
<tr>
<td><strong>SCI Totals</strong></td>
<td><strong>65,328 $12,430,520 $1,864,578 $14,295,098</strong></td>
<td></td>
<td><strong>45,478</strong></td>
<td><strong>70%</strong></td>
<td></td>
</tr>
</tbody>
</table>

UMMC in consultation with SCI may elect to change the mix of onsite and offsite consulting work and to allocate the approved budget in order to effectively achieve the project objectives.

UMMC will contract and pay Workday directly for certain services including Delivery Assurance. Included in Table F-2 for memo purposes only are the estimates provided by Workday for these services which are excluded from this contract and excluded from the estimates in Table F-1.
### Table F-2 Estimates of Workday's consulting services to be secured separately by UMMC

<table>
<thead>
<tr>
<th>HCM/FIN</th>
<th>Student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliver Assurance (DA) Services — $151,095</td>
<td>Student Delivery Assurance (DA) Services: $232,250</td>
</tr>
<tr>
<td>DA Start Date: Feb-26-2018</td>
<td></td>
</tr>
<tr>
<td>Target HCM Cut-Over Date: Jan-1-2019</td>
<td></td>
</tr>
<tr>
<td>Target Fin Cut-Over Date: Jul-1-2019</td>
<td></td>
</tr>
<tr>
<td>Number of Partner Built Integrations (including Cloud Connects): 20 (10 CC's, 10 Custom), with remainder to be handled by UMMC</td>
<td></td>
</tr>
<tr>
<td>Number of Benefit Plans in Scope: 7</td>
<td></td>
</tr>
<tr>
<td>Number of Compensation Plans in Scope: 6</td>
<td></td>
</tr>
<tr>
<td>Number of Performance Plans in Scope: 6</td>
<td></td>
</tr>
<tr>
<td>Note: Based on scope validation sessions with UMMC on Nov-9, Projects and Time-Tracking are not required to be deployed to meet UMMC's requirements. Kronos will be the system of record for time-entry at UMMC (Kronos time integration to WDAY is in-scope).</td>
<td></td>
</tr>
</tbody>
</table>
# Table F-3 Detail of estimated SCI consulting charges and mix of onsite and offsite effort for HCM/Payroll/Financials including Recruiting/Talent/Endowments Estimate with staggered deployment

<table>
<thead>
<tr>
<th>Project Support Categories</th>
<th>Estimated Hours</th>
<th>Estimated Cost Rate</th>
<th>Estimated Charges Based on Costs and Actuals</th>
<th>Total Charges Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Process Alignment</strong></td>
<td>1,990</td>
<td>$225,186</td>
<td></td>
<td>$225,186</td>
</tr>
<tr>
<td><strong>Business Process Alignment Prior to HCM &amp; Technical</strong></td>
<td>320</td>
<td>$205</td>
<td>$6,560</td>
<td>$6,560</td>
</tr>
<tr>
<td><strong>Business Process Alignment Prior to Financial &amp; Technical</strong></td>
<td>720</td>
<td>$205</td>
<td>$147,600</td>
<td>$147,600</td>
</tr>
<tr>
<td><strong>HCM/Payroll/Consulting Resource Plan (Below)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution Architect Support HCM/Payroll</td>
<td>680</td>
<td>$205</td>
<td>$139,400</td>
<td>$139,400</td>
</tr>
<tr>
<td>HCM Core Consultant</td>
<td>960</td>
<td>$180</td>
<td>$172,800</td>
<td>$172,800</td>
</tr>
<tr>
<td>Correlation Consultant</td>
<td>960</td>
<td>$180</td>
<td>$172,800</td>
<td>$172,800</td>
</tr>
<tr>
<td>Benefits &amp; Absence Consultant</td>
<td>960</td>
<td>$180</td>
<td>$172,800</td>
<td>$172,800</td>
</tr>
<tr>
<td>Activity &amp; Academic Pay Consultant</td>
<td>520</td>
<td>$180</td>
<td>$93,600</td>
<td>$93,600</td>
</tr>
<tr>
<td>Payroll &amp; Effort Reporting Lead Consultant</td>
<td>1,440</td>
<td>$180</td>
<td>$259,200</td>
<td>$259,200</td>
</tr>
<tr>
<td>Expenses Consultant</td>
<td>340</td>
<td>$180</td>
<td>$61,200</td>
<td>$61,200</td>
</tr>
<tr>
<td>Talent &amp; Performance Management</td>
<td>760</td>
<td>$180</td>
<td>$136,800</td>
<td>$136,800</td>
</tr>
<tr>
<td>HCM Recruiting</td>
<td>960</td>
<td>$180</td>
<td>$172,800</td>
<td>$172,800</td>
</tr>
<tr>
<td>Allocated Technical and Project Management (FROM TABLE F4 ALLOCATED AT 50%)</td>
<td>4,432</td>
<td>Allocated $801,285</td>
<td>$801,285</td>
<td></td>
</tr>
<tr>
<td><strong>Financials Consulting Resource Plan (Below)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Base</td>
<td>14,325</td>
<td>$2,698,200</td>
<td></td>
<td>$2,698,200</td>
</tr>
<tr>
<td><strong>Vendor Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution Architect Support Financials/Grants</td>
<td>320</td>
<td>$205</td>
<td>$6,560</td>
<td>$6,560</td>
</tr>
<tr>
<td>Financial Core Accounting (FM, Budget Checking &amp; CapEx)</td>
<td>2,120</td>
<td>$180</td>
<td>$381,600</td>
<td>$381,600</td>
</tr>
<tr>
<td>Cash, Banking &amp; Settlement Consultant</td>
<td>1,080</td>
<td>$180</td>
<td>$194,400</td>
<td>$194,400</td>
</tr>
<tr>
<td>Endowments &amp; Gifts</td>
<td>1,000</td>
<td>$180</td>
<td>$180,000</td>
<td>$180,000</td>
</tr>
<tr>
<td>Procurement to Pay Less (excluding Business Assets &amp; Supplier Management Consultant)</td>
<td>1,800</td>
<td>$180</td>
<td>$324,000</td>
<td>$324,000</td>
</tr>
<tr>
<td>Inventory Management</td>
<td>1,810</td>
<td>$180</td>
<td>$325,800</td>
<td>$325,800</td>
</tr>
<tr>
<td>Grants Management (excluding Classroom Accounts and Billing)</td>
<td>1,040</td>
<td>$180</td>
<td>$187,200</td>
<td>$187,200</td>
</tr>
<tr>
<td>Planning &amp; Deployment (For Fiscal Year 2021)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allocation Technical &amp; Project Management (FROM Table F4 ALLOCATED ON 50%)</td>
<td>4,432</td>
<td>Allocated $801,285</td>
<td>$801,285</td>
<td></td>
</tr>
<tr>
<td><strong>Project Total - HCM/Payroll/Financials/Grants plus Technical and Cross Functional Support</strong></td>
<td>27,924</td>
<td>$4,943,200</td>
<td>$4,943,200</td>
<td>$4,943,200</td>
</tr>
<tr>
<td>Increment for Ontario vs. Ottawa Time (allow 67% of onsite)</td>
<td>Est</td>
<td></td>
<td>$7,97,314</td>
<td>$7,97,314</td>
</tr>
<tr>
<td><strong>Adjusted Total</strong></td>
<td></td>
<td></td>
<td>$10,490,406</td>
<td>$10,490,406</td>
</tr>
<tr>
<td><strong>Additional Financial Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Process Alignment</td>
<td>470</td>
<td>$180</td>
<td>$84,600</td>
<td>$84,600</td>
</tr>
<tr>
<td>Additional Functional/Tech Support</td>
<td>2,120</td>
<td>$180</td>
<td>$381,600</td>
<td>$381,600</td>
</tr>
<tr>
<td>Higher Education Advisory Team (Proposal Request - Social Topics)</td>
<td>1,920</td>
<td>$180</td>
<td>$345,360</td>
<td>$345,360</td>
</tr>
<tr>
<td>Change Management Support</td>
<td>550</td>
<td>$180</td>
<td>$100,500</td>
<td>$100,500</td>
</tr>
<tr>
<td>End User Training Coordinators</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Security Support Consultant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Testing Support Consultant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Additional Services</strong></td>
<td>4,760</td>
<td></td>
<td>$884,980</td>
<td>$884,980</td>
</tr>
<tr>
<td>Increment for Ottawa Time (allow 67% onsite)</td>
<td>641</td>
<td>$128,594</td>
<td></td>
<td>$128,594</td>
</tr>
<tr>
<td><strong>Adjusted Total</strong></td>
<td></td>
<td></td>
<td>$10,619,989</td>
<td>$10,619,989</td>
</tr>
</tbody>
</table>

**Refer to Exhibit 4 for budget estimate details.**

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Executed in Counterpart by SCI on 1/18/18
Table F-4: Sub Detail supporting the two allocated lines shown in Table F-3

<table>
<thead>
<tr>
<th>Allocated Project Management, Technical, &amp; Cross Func Support</th>
<th>Estimated Consulting Hours</th>
<th>Onsite Hourly Rate</th>
<th>Estimated Cost 100% offsite with a line-item onsite allowance</th>
<th>Onsite Hourly Rate</th>
<th>Estimated Cost 100% Onsite</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement Management</td>
<td>4,240</td>
<td>$721,800</td>
<td>$887,290</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engagement Management Team (Sr EM/EIM)</td>
<td>2,920</td>
<td>$100</td>
<td>$525,600</td>
<td>$211</td>
<td>$645,320</td>
</tr>
<tr>
<td>Technical Coordinator</td>
<td>1,120</td>
<td>$175</td>
<td>$198,000</td>
<td>$198,000</td>
<td>$241,920</td>
</tr>
<tr>
<td>Data Migration</td>
<td>1,630</td>
<td>$302,400</td>
<td>$371,290</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integrations</td>
<td>2,444</td>
<td>$466,120</td>
<td>$566,144</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integrations Solution Architect/Sr Integrator</td>
<td>464</td>
<td>$205</td>
<td>$95,120</td>
<td>$248</td>
<td>$114,144</td>
</tr>
<tr>
<td>Integrator &amp; BIRT Developers</td>
<td>2,000</td>
<td>$180</td>
<td>$360,000</td>
<td></td>
<td>$442,000</td>
</tr>
<tr>
<td>Workday Reporting &amp; Analytics</td>
<td>640</td>
<td>$116,200</td>
<td>$141,140</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting &amp; Analytics Consultant</td>
<td>640</td>
<td>$180</td>
<td>$115,200</td>
<td>$115,200</td>
<td>$141,140</td>
</tr>
<tr>
<td>PRISM Development Support</td>
<td>-</td>
<td>$432</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Additional Project Support Services</td>
<td>48</td>
<td>$8,200</td>
<td>$114,144</td>
<td></td>
<td>$141,440</td>
</tr>
<tr>
<td>Cross Functional Advisory Support (Touchpoints</td>
<td>40</td>
<td>$205</td>
<td>$8,200</td>
<td></td>
<td>$9,840</td>
</tr>
<tr>
<td>Student/HCM/Pay/Financials)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Total - HCM/Payroll/Financials/Grants plus Technical and Cross Functional Support</td>
<td>8,884</td>
<td>$1,602,820</td>
<td>$1,986,844</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

50% Allocation to HCM/Payroll Portion of Table 3—<i>x</i> $4432 $801,260 $987,972

50% Allocation to Financials Portion of Table 3—<i>x</i> $4432 $801,260 $987,972

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### Table F-5 Detail of estimated SCI consulting charges and mix of onsite and offsite effort for Workday Student Deployment

#### Student Deployment Estimate - SCI Consulting

<table>
<thead>
<tr>
<th>Project Role</th>
<th>Estimated Hours</th>
<th>Estimated Cost Based on this Column</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement Management</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Engagement Management Team (Sr EM / EM)</td>
<td>$3,824</td>
<td>$745,680</td>
</tr>
<tr>
<td>Higher Education Solution Architect &amp; Advisory Team</td>
<td>$1,430</td>
<td>$350,000</td>
</tr>
<tr>
<td>Technical Coordinator/Manager</td>
<td>$1,948</td>
<td>$369,600</td>
</tr>
<tr>
<td>Workday Student - Primary Business Areas</td>
<td>$11,468</td>
<td>$2,262,976</td>
</tr>
<tr>
<td>Admissions &amp; Recruiting Team</td>
<td>$1,800</td>
<td>$351,000</td>
</tr>
<tr>
<td>Student Care &amp; Engagement Consultants</td>
<td>$672</td>
<td>$131,040</td>
</tr>
<tr>
<td>Student Records Team</td>
<td>$764</td>
<td>$152,800</td>
</tr>
<tr>
<td>Academic Advising Team</td>
<td>$3,290</td>
<td>$639,600</td>
</tr>
<tr>
<td>Financial Aid Team</td>
<td>$588</td>
<td>$133,600</td>
</tr>
<tr>
<td>Student Finance Team</td>
<td>$1,050</td>
<td>$210,000</td>
</tr>
<tr>
<td>Workday's Student Product Advisory Services</td>
<td>$1,240</td>
<td>$273,000</td>
</tr>
<tr>
<td>Data Migration</td>
<td>$2,230</td>
<td>$420,200</td>
</tr>
<tr>
<td>Data Migration Consultant Team</td>
<td>$2,230</td>
<td>$420,200</td>
</tr>
<tr>
<td>Integrations</td>
<td>$3,854</td>
<td>$789,880</td>
</tr>
<tr>
<td>Integrations Solution Architect/Sr Integrator</td>
<td>$7,048</td>
<td>$1,409,760</td>
</tr>
<tr>
<td>Integration Developers</td>
<td>$890</td>
<td>$175,200</td>
</tr>
<tr>
<td>Workday Reporting &amp; Analytics</td>
<td>$980</td>
<td>$197,800</td>
</tr>
<tr>
<td>Reporting &amp; Analytics Consultants</td>
<td>$980</td>
<td>$197,800</td>
</tr>
<tr>
<td>Project Total</td>
<td>$24,624</td>
<td>$4,923,990</td>
</tr>
</tbody>
</table>

#### Additional Project Support Services

<table>
<thead>
<tr>
<th>Project Role</th>
<th>Budgetary Estimate with MI for onsite and offsite:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Readiness Team (Business Process Alignment)</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>Post Production Support</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>Change Management Consultant</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>End User Training Consultants</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>Security Support Consultants</td>
<td>$890,000</td>
</tr>
<tr>
<td>Testing Support Consultant</td>
<td>$890,000</td>
</tr>
<tr>
<td>Additional Functional / Technical Support</td>
<td>$491,600</td>
</tr>
<tr>
<td>Project Total</td>
<td>$1,100,000</td>
</tr>
</tbody>
</table>

#### Total Student Consulting Estimate from Above (Agrees to Summary Table F-1)

| Total Estimated Cost with MI onsite and offsite: | 7,455,110 |

#### Estimate if all work done onsite:

| Total Increment work done onsite to add onsite mix | $975,710 |
| Total to Budget Estimate for if all consulting performed onsite | $6,430,820 |
| Estimated Online Hours as % of Total for Budget Planning | 73% |

---

**Confidential Page 42 1/16/2018**

Executed in Counterpart by SCI on 1/18/18
SCI has offered a rate hold as presented below and provided an estimate for deployment consulting services for certain features and modules which are not included in the consulting effort budgeted under Table F-1. The estimates below have not been refined to reflect the probable mix of onsite and offsite hours and, accordingly, are presented as a range from 100% offsite to 100% onsite.

Table F-5 – Rate Hold for Certain Services not included in Table F-1

<table>
<thead>
<tr>
<th>SCI Offered Services Deferred for Future Deployment and included for reference only</th>
<th>Estimated Hours</th>
<th>Offsite Hourly Rate</th>
<th>Estimated Cost if 100% offsite with a one-hour onsite</th>
<th>Onsite Hourly Rate</th>
<th>Estimated Cost if 100% Onsite</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td>960</td>
<td>$180</td>
<td>$172,800</td>
<td>$221</td>
<td>$212,160</td>
</tr>
<tr>
<td>Time Tracking</td>
<td>960</td>
<td>$180</td>
<td>$172,800</td>
<td>$221</td>
<td>$212,160</td>
</tr>
<tr>
<td>Litigation</td>
<td>1,920</td>
<td>$180</td>
<td>$345,600</td>
<td>$221</td>
<td>$424,320</td>
</tr>
<tr>
<td>PRISM Development Support (Based upon Number of Use Cases)</td>
<td>960</td>
<td>$180</td>
<td>$172,800</td>
<td>$221</td>
<td>$212,160</td>
</tr>
<tr>
<td>Projects</td>
<td>960</td>
<td>$180</td>
<td>$172,800</td>
<td>$221</td>
<td>$212,160</td>
</tr>
<tr>
<td>Total</td>
<td>3,840</td>
<td>$180</td>
<td>$1,038,400</td>
<td>$221</td>
<td>$1,272,960</td>
</tr>
</tbody>
</table>

Rates shown Valid Through 12/31/2029

Confidential Page 43 1/18/2018

Executed in Counterpart by SCI on 1/18/18
SCI commits to make these rates available to UMMC for the periods indicated and agrees that the rates proposed for any Change Orders involving qualified consultants with the skills indicated will not exceed those indicated in the following charts. If skills are required during the periods for other than those indicated in the charts, SCI will offer those skills at rates then in effect for similar higher education projects.

<table>
<thead>
<tr>
<th>SCI Professional Service Rates for Onsite Services</th>
<th>HCM/Financials Hourly Rates (USD)* Valid Through 06/30/2020</th>
<th>Student Hourly Rates (USD)* Valid Through 11/30/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Functional &amp; Technical Project Advisors (Upon Request)</td>
<td>$246</td>
<td>$291</td>
</tr>
<tr>
<td>Solution Architects – Technical &amp; Functional</td>
<td>$246</td>
<td>$291</td>
</tr>
<tr>
<td>Engagement Management Team</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Technical Coordinator</td>
<td>$216</td>
<td>$216</td>
</tr>
<tr>
<td>Functional Business Area Consultants</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Data Migration Team</td>
<td>$221</td>
<td>$226</td>
</tr>
<tr>
<td>Integrations and BIRT Developers</td>
<td>$221</td>
<td>$226</td>
</tr>
<tr>
<td>Reporting &amp; Analytics Consultants</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Workday Student Product Advisory Services (Under Subcontract to SCI)</td>
<td>If required</td>
<td>$316</td>
</tr>
<tr>
<td>Workday Planning Consultants</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Workday Inventory Consultants</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Change Management &amp; End User Training Support</td>
<td>$221</td>
<td>$226</td>
</tr>
<tr>
<td>Testing Support</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Application Security Support</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Additional Functional / Technical Support (unspecified)</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>PRISM Deployment Consultants</td>
<td>$221</td>
<td>$236</td>
</tr>
<tr>
<td>Business Process Alignment Team (aka Readiness Consultants)</td>
<td>$246</td>
<td>$266</td>
</tr>
</tbody>
</table>

*Footnote: These rates are valid through the fiscal year indicated above. Beginning 7/01/2020 for the HCM/FIN and 12/01/21 for the Student, the indicated rates will increase in accordance with the Consumer Price Index (CPI) as measured from the immediately prior year.
### EXHIBIT G
Change Order Rates

<table>
<thead>
<tr>
<th>SCI Professional Service Rates for Offsite/Remote Services</th>
<th>HCM/Financials Hourly Rates (USD)* Valid Through 06/30/2020</th>
<th>Student Hourly Rates (USD)* Valid Through 11/30/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Functional &amp; Technical Project Advisors (Upon Request)</td>
<td>$205</td>
<td>$250</td>
</tr>
<tr>
<td>Solution Architects – Technical &amp; Functional</td>
<td>$205</td>
<td>$250</td>
</tr>
<tr>
<td>Engagement Management Team</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Technical Coordinator</td>
<td>$175</td>
<td>$175</td>
</tr>
<tr>
<td>Functional Business Area Consultants</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Data Migration Team</td>
<td>$180</td>
<td>$185</td>
</tr>
<tr>
<td>Integrations and BIRT Developers</td>
<td>$180</td>
<td>$185</td>
</tr>
<tr>
<td>Reporting &amp; Analytics Consultants</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Workday Student Product Advisory Services (Under Subcontract to SCI)</td>
<td>If required</td>
<td>$275</td>
</tr>
<tr>
<td>Workday Planning Consultants</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>(Workday Product Advisory, if needed and separately negotiated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workday Inventory Consultants</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Change Management &amp; End User Training Support</td>
<td>$180</td>
<td>$185</td>
</tr>
<tr>
<td>Testing Support</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Application Security Support</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Additional Functional / Technical Support (unspecified)</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>PRISM Deployment Consultants</td>
<td>$180</td>
<td>$195</td>
</tr>
<tr>
<td>Business Process Alignment Team (aka Readiness Consultants)</td>
<td>$205</td>
<td>$225</td>
</tr>
</tbody>
</table>

Footnote: These rates are valid through the fiscal year indicated above. Beginning 7/01/2020 for the HCM/FIN and 12/01/21 for the Student, the indicated rates will increase in accordance with the Consumer Price Index (CPI) as measured from the immediately prior year.
## C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER

<table>
<thead>
<tr>
<th>DATE SUBMITTED:</th>
<th>5/17/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>MASTER ENABLING AGREEMENT REFERENCE NUMBER:</td>
<td>Sierra-Cedar: State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf</td>
</tr>
<tr>
<td>STATEMENT OF WORK REFERENCE NUMBER:</td>
<td>Sierra-Cedar: 43930-Sierra-Cedar-Executed.pdf</td>
</tr>
<tr>
<td>REQUEST SUBMITTED BY:</td>
<td>Sharon Green, Account Manager, Sierra-Cedar</td>
</tr>
</tbody>
</table>

### CHANGE ORDER NARRATIVE:

THE PURPOSE OF THIS CHANGE ORDER:

Move into project scope the deployment of Workday Financial Management Multi-Book Accounting functionality replacing Single-Book Accounting functionality.

THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

There are no additional costs associated with this Change Order.

### ATTACHMENTS, SCHEDULES OR TABLES:
C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 43930-Sierra-Cedar-Executed.pdf

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR, INC.

Sierra-Cedar, Inc.

By: [Signature]

Name: Brian E. Fees
Corporate Officer/EVP

Title:

Date: JAN 03 2019

CLIENT

State of Mississippi, Department of Information Technology Services

By: [Signature]

Name: CRAIG P. ORGERON

Title: EXECUTIVE DIRECTOR

Date: 1/6/19

Dr. LouAnn Woodward, MD

By: [Signature]

Name: Dr. LouAnn Woodward, MD

Title: Vice Chancellor for Health Affairs and Dean, School of Medicine

Date: 1/7/2019
C.2 SIERRA-CEDAR SIMPLE CHANGE ORDER

| **DATE SUBMITTED:** 09/04/2018 | Sierra-Cedar: State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf |
| **MASTER ENABLING AGREEMENT REFERENCE NUMBER:** |  |
| **STATEMENT OF WORK REFERENCE NUMBER:** | Sierra-Cedar: 43930-Sierra-Cedar-Executed.pdf |
| **REQUEST SUBMITTED BY:** | Sharon Green, Account Manager, Sierra-Cedar |

**CHANGE ORDER NARRATIVE:**

THE PURPOSE OF THIS CHANGE ORDER:

Add to project scope the deployment of the following Workday Student functionality:
- Academic Foundation & Student Engagement
- Student Recruiting
- Admissions & Application
- Curriculum Management
- Student Records
- Academic Advising
- Financial Aid
- Student Financial Management

THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

Services will be performed and invoiced in accordance with Section 5 of the SOW.

ATTACHMENTS, SCHEDULES OR TABLES:

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 43930-Sierra-Cedar-Executed.pdf.
C.2 SIERRA-CEDAR SIMPLE CHANGE ORDER

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR, INC.
Sierra-Cedar, Inc.

By: [Signature]
Name: Brian E. Fees
Title: Corporate Officer/CVP
Date: JAN 03 2019

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

By: [Signature]
Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 1/8/19

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: [Signature]
Authorized Signature

Printed Name: Lou Ann Woodward, M.D.
Title: Vice Chancellor for Health Affairs
Date: 1/7/2019
C.3 SIERRA-CEDAR SIMPLE CHANGE ORDER

DATE SUBMITTED: 10/24/2018

MASTER ENABLING AGREEMENT REFERENCE NUMBER: Sierra-Cedar: State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf

STATEMENT OF WORK REFERENCE NUMBER: Sierra-Cedar: 43930-Sierra-Cedar-Executed.pdf

REQUEST SUBMITTED BY: Sharon Green, Account Manager, Sierra-Cedar

CHANGE ORDER NARRATIVE:

THE PURPOSE OF THIS CHANGE ORDER:

Make the following staffing updates:
- Remove Engagement Manager Sharon Antonucci, effective 08/17/18
- Add Engagement Manager Laura Savage, effective 08/17/18
- Add Workday Senior Inventory Consultant Jay Naffziger, 07/18/18 through 07/31/19 for 20 hours a month up to 240 total hours

THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

Hourly Rate for Jay Naffziger:
- $205/hour remote
- $246/hour onsite

ATTACHMENTS, SCHEDULES OR TABLES:

Services will be performed and invoiced in accordance with Section 5 of the SOW.

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 43930-Sierra-Cedar-Executed.pdf.
C.3 SIERRA-CEDAR SIMPLE CHANGE ORDER

The authorized representatives of the parties have signed this Change Order:

SIERRA-CEDAR, INC.

Sierra-Cedar, Inc.

By: [Signature]

Name: Brian E. Fees
Title: Corporate Officer/EVP

Date: JAN 03 2019

CLIENT

State of Mississippi, Department of Information Technology Services

By: [Signature]

Name: Craig P. Orgeron
Title: Executive Director

Date: 1/8/19

Dr. LouAnn Woodward, MD

By: [Signature]

Name: Dr. LouAnn Woodward, MD
Title: Vice Chancellor for Health Affairs and Dean, School of Medicine

Date: 1/7/2019
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE ` NOVEMBER 21, 2019 BOARD MEETING SUBMISSION DEADLINE

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

Board Policy §904(A), Board Approval

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

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

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

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

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

1. ASU- GS 101-297 – Technology Classroom Building

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of $65,714.40 and fifty-six (56) additional days to the contract of Flagstar Construction Company. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 25, 2019

Change Order Description: Change Order #3 includes the following item: installed a new water line; added fifty-six (56) 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 $54,414.47.

Project Initiation Date: June 20, 2013
Design Professional: Allred Stolarski Architects
General Contractor: Flagstar Construction Company
Total Project Budget: $23,200,000.00

JACKSON STATE UNIVERSITY

2. JSU– GS 103-286 – Stewart 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 $99,614.63 and zero (0) additional days to the contract of Diversified Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.
Approval Status & Date: APPROVED, November 10, 2019

Change Order Description: Change Order #3 includes the following items: changed the guardrail and handrails in both stairways; relocated three (3) existing hollow metal door frames; added reinforcing bars and mesh on the 1st floor slab infill at the plumbing trenches; changed the light fixture type from recessed to surface-mounted at the porch ceilings; cleaned out the existing storm drains and replaced the collapsed sections; deleted approximately 257 LF of underground fire line piping; modified the existing elevator hoistway entrance wall on five (5) floors; added aluminum trim at the jambs and head of all “p” windows.

Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies and 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 $135,311.19

Project Initiation Date: November 17, 2016
Design Professional: Foil Wyatt Architects & Planners, PLLC
General Contractor: Diversified Construction Services, Inc.
Total Project Budget: $8,486,526.47

M I S S I S S I P P I   S T A T E   U N I V E R S I T Y

3. MSU- GS 113-141– ADS & Poultry Complex – PH II

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of $138,957.01 and ninety-four (94) additional days to the contract of Amason & Associates. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 15, 2019

Change Order Description: Change Order #2 includes the following items: wall framing modifications performed for acid waste to allow pipe fittings to fit within the wall cavity;
lab utility revisions to add plumbed services directly to the lab hoods; a site communication box added at the existing fiber lines as the pull box into the new building; clerestory ceiling framing added below the roof framing for attachment of the wood ceiling; steel modifications at stair #2; roof truss modifications over stair #2; rough-in and wall blocking modifications for the additional classroom air flow valve; ninety-four (94) days to the contract, thirty (30) of these days for weather-related delays.

Justification: This change was necessary due to errors and omissions in the plans and specifications; user/owner requested modifications; weather delays and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $243,268.21.

Project Initiation Date: April 16, 2015
Design Professional: McCarty Architects, P.A.
General Contractor: Amason & Associates
Phased Project Budget: $13,200,000.00
Total Project Budget: $27,500,000.00

4. MSU - IHL #205-291- Preplanning for Transit Facility

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Shafer Zahner Zahner, PLLC.

Approval Status & Date: APPROVED, December 4, 2019

Project Initiation Date: April 18, 2019
Design Professional: Shafer Zahner Zahner, PLLC
General Contractor: TBD
Total Project Budget: $150,000.00

5. MSU – IHL 205-297 – Butler Hall Mechanical, ADA Improvements and Exterior Envelope Modifications

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 December 5, 2019 to approve the initiation and appointment of the design professional.

Interim Approval Status & Date: APPROVED, December 5, 2019

Project Initiation Date: December 5, 2019
Design Professional: Cooke, Douglas, Farr, Lemons, Architects & Engineers
General Contractor: TBD.
Total Project Budget: $3,500,000.00

6. **MSU–IHL 205-298 – Cresswell Hall Recarpet and Repaint**

   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 December 5, 2019 to approve the initiation and appointment of the design professional.

   Interim Approval Status & Date: APPROVED, December 5, 2019

   Project Initiation Date: December 5, 2019
   Design Professional: Shafer, Zahner Zahner, PLLC
   General Contractor: TBD.
   Total Project Budget: $1,800,000.00

7. **MSU–IHL 205-300 – Summer 2020 Various Parking Lots**

   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 December 10, 2019 to approve the initiation and appointment of the design professional.

   Interim Approval Status & Date: APPROVED, December 10, 2019

   Project Initiation Date: December 10, 2019
   Design Professional: Neel Shafer, Inc.
   General Contractor: TBD.
   Total Project Budget: $2,000,000.00
8. MSU–IHL 205-302 – FY19 CEF Sewer Force Main Replacement

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 December 10, 2019 to approve the initiation and appointment of the design professional.

Interim Approval Status & Date: APPROVED, December 10, 2019

Project Initiation Date: December 10, 2019
Design Professional: Garver Engineering
General Contractor: TBD.
Total Project Budget: $1,200,000.00

MISSISSIPPI VALLEY STATE UNIVERSITY

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of $21,374.16 and thirty-six (36) 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, December 11, 2019

Change Order Description: Change Order #5 includes the following items: shower tub revisions at a bathroom; a guardrail was installed at mechanical roof #2; and thirty-six (36) weather-related days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; latent job site conditions; and weather-related days as indicated herein.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $95,561.15.
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

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

Approval Request #1: Change Order #16R3

Board staff approved Change Order #16R3 in the amount of $5,368.37 and eighty (80) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, December 18, 2019

Change Order Description: Change Order #16R3 includes the following items: Installed a mullion-mate in the vestibule; added outlets and data boxes; replaced the wall covering in a lobby; added a heat detector in the elevator equipment room; added disconnects to the ovens and ranges in the large classroom; installed thresholds at two (2) sectional doors and one (1) overhead door; installed four (4) metal cage/covers on thermostats at the basketball courts; installed automatic door sweeps at two places; added additional exterior gate hardware for installation of an exit device; added additional scoreboard controllers and receivers; credit issued for twenty-three (23) thermostat /CO2 cages not to be installed; credit for gray column pads for two (2) concrete masonry unit columns at the climbing area not to be installed; credit for a guardrail modification; cleanup required from insurance claim repair; and eighty (80) days to the contract.

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

Total Project Change Orders and Amount: Sixteen (16) change orders for a total amount of $2,670,948.42

Project Initiation Date: June 20, 2013
Design Professional: JBHM Architect, P.A.
11. UM – IHL 207-445 – Stewart Hall – Elevator Refurbishment (Qty 2)

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $700.80 and zero (0) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, December 18, 2019

Change Order Description: Change Order #1 includes the following items: repaired the damage to the existing barrier on the first floor.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of $700.80.

Project Initiation Date: November 15, 2018
Design Professional: Corbett Legge & Associates, PLLC
General Contractor: Barnes & Brower, Inc.
Total Project Budget: $1,200,000.00

12. UM– IHL 207-446.1 – Crosby Hall Exterior Brick Investigative Demolition

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, December 5, 2019

Approval Request #2: Contract Documents

Board staff approved Contract Documents as submitted by McCarty Architects
Approval Status & Date:  APPROVED, December 18, 2019

Approval Request #3: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date:  APPROVED, December 18, 2019

Project Initiation Date:  June 20, 2019
Design Professional:  McCarty Architects
General Contractor:  TBD
Phased Project Budget:  $221,563.52
Total Project Budget:  $8,800,000.00

13. UM– IHL 207-452 – Thad Cochran Natural Products – Roof Replacement

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $1,227,946.00 to the apparent low bidder, B Four Plied, Inc.

Approval Status & Date:  APPROVED, November 26, 2019

Project Initiation Date:  November 17, 2016
Design Professional:  Shafer, Zahner Zahner, PLLC
General Contractor:  B Four Plied, Inc.
Total Project Budget:  $1,400,000.00

14. UM– IHL 207-455 – Jackson Avenue Center Reroof & Exterior Coating

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $1,660,200.00 to the apparent low bidder, Rowell Roofing, Inc.

Approval Status & Date:  APPROVED, November 26, 2019

Project Initiation Date:  November 17, 2016
Design Professional:  Shafer, Zahner Zahner, PLLC
General Contractor: Rowell Roofing, Inc.
Total Project Budget: $1,980,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

15. UMMC- IHL 109-223 – Clinical Research Unit

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of $17,927.00 and thirteen (13) additional days to the contract of Fountain Construction Co., Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 25, 2019

Change Order Description: Change Order #7 includes the following items: modified doors and transoms; added a light kit at a door; added fire alarm devices; added an LPC access panel work area; added door hold open devices; and thirteen (13) days to the contract.

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

Total Project Change Orders and Amount: Seven (7) change orders for a total amount of $301,339.00.

Project Initiation Date: May 18, 2017
Design Professional: Foil Wyatt Architects
General Contractor: Fountain Construction Co., Inc.
Total Project Budget: $7,500,000.00
16. UMMC- IHL 209-555 – Children’s of Mississippi Expansion

Approval Request #1: Change Order #10

Board staff approved Change Order #10 in the amount of $0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.

Approval Status & Date: APPROVED, November 26, 2019

Change Order Description: Change Order #10 includes the following items: electrical revisions in echo room; color coating to the exposed concrete masonry unit at the foundation level that matches the adjacent metal panel; relocated the smoke compartment walls on two levels and added provisions to make future addition of suites more streamlined; updated the card readers; modified the number of circuits; revised the installation height of installed roof drains; installed a surface-mounted napkin dispenser; revised the oxygen pad foundation thickness and structure; reduced the metal panel exterior insulation; changed the size of three (3) exterior door frames at the roof; added an additional crash rail; added med gas drops at the operating rooms; revised the chiller power connections; revised the UPS feeder and breaker; added power for the cooling towers additional stone and grading for contractor access; added an additional column cover at the promenade level; reduced the height of the beam baffles at the atrium space; reconfigured the bathroom layout; reworked the concrete masonry unit; deleted the smoke curtain at the elevators; credit issued due to the echo room power and data scope reduction.

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

Total Project Change Orders and Amount: Ten (10) change orders for a total amount of $0.00.

Project Initiation Date: April 21, 2016
Design Professional: HDR Architecture
General Contractor: Brasfield & Gorrie
Total Project Budget: $180,000,000.00
SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>Description</th>
<th>Total Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>McDonald Hopkins</td>
<td>Statement dated 11/12/19 from the funds of Mississippi Valley State University</td>
<td>$3,330.00</td>
</tr>
<tr>
<td>Brunini, PLLC</td>
<td>Statements dated 11/18/19 and 11/18/19 from the funds of Mississippi State University</td>
<td>$7,187.50</td>
</tr>
<tr>
<td>Ware Immigration</td>
<td>Statements dated 11/1/19 and 11/1/19 from the funds of Mississippi State University</td>
<td>$2,549.00</td>
</tr>
<tr>
<td>Butler Snow</td>
<td>Statement dated 10/10/19 from the funds of the University of Mississippi</td>
<td>$1,357.00</td>
</tr>
<tr>
<td>Holland &amp; Knight, LLP</td>
<td>Statements dated 10/30/19 and 11/11/19 from the funds of the University of Mississippi</td>
<td>$20,567.19</td>
</tr>
<tr>
<td>Mayo</td>
<td>Mallette</td>
<td>Statements dated 11/8/19, 11/8/19 and 11/8/19 from the funds of the University of Mississippi</td>
</tr>
</tbody>
</table>
Payment of legal fees for professional services rendered by Phelps Dunbar (statements dated 9/27/19, 11/5/19 and 11/30/19) from the funds of the University of Mississippi. (These statements, in the amounts of $12,384.00, $8,986.60 and $11,797.06, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………$ 11,780.55

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 8/1/19, 10/1/19, 10/1/19, 10/1/19, 10/1/19, 11/1/19, 11/1/19, 11/1/19, 11/1/19, 11/1/19, 11/1/19, 12/1/19, 12/1/19, 12/1/19, and 12/1/19) from the funds of the University of Mississippi. (These statements, in the amounts of $531.00, $2,500.00, $51.75, $525.00, $2,500.00, $521.00, $2,500.00, $39.16, $4,500.00, $4,000.00, $4,500.00, $44.10, $24.98, $533.00, $531.00, $37.57 and $23.30, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE……………………………………………………………$ 33,167.66

Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (statement dated 12/5/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $39,550.48, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………$ 23,361.86

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 11/4/19, 11/11/19, 11/12/19, 11/20/19, 12/6/19, 12/6/19, 12/6/19, 12/6/19, 12/6/19, 12/6/19, 12/6/19 and 12/9/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts $324.50, $3,388.50, $2,591.00, $18,335.88, $501.50, $4,079.50, $3,125.70, $826.00, $5,548.10, $8,768.50 and $3,127.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………$ 39,550.48

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 11/15/19 and 11/19/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $742.50 and $5,203.93, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………$ 50,616.18

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 11/15/19 and 11/19/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $742.50 and $5,203.93, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………$ 5,946.43
Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 10/28/19, 10/28/19, 10/28/19, 11/27/19, 11/27/19, 11/27/19, 11/27/19 and 11/27/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $5,496.75, $1,567.50, $1,204.50, $379.50, $3,415.50, $5,659.50, $165.00 and $412.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.............................................................................$ 18,300.75

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 11/11/19, 11/11/19, 11/11/19, 12/3/19, 12/3/19 and 12/3/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $313.50, $33.00, $99.00, $115.50, $231.00 and $1,270.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.............................................................................$ 2,062.50

Payment of legal fees for professional services rendered by Hogan|Lovells (statements dated 9/20/19, 10/21/19 and 11/14/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $5,841.00, $9,204.00 and $777.83, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.............................................................................$ 15,822.83

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 7/31/19, 7/31/19, 7/31/19, 7/31/19, 10/31/19 and 10/31/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $464.90, $11,704.00, $3,833.60, $9,005.20, $981.30 and $1,481.50, respectively, represents services and expenses in connection with legal advice.)

TOTAL DUE.............................................................................$ 27,470.50

Payment of legal fees for professional services rendered by Taylor, Wellons, Politz, Duhe, APLC (statements dated 11/11/19, 11/11/19, 11/11/19, 11/12/19, 11/12/19, 12/6/19, 12/6/19, 12/6/19 and 12/6/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $268.50, $412.50, $313.50, $2,092.50, $459.00, $430.50, $1,039.50, $358.50 and $3,084.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.............................................................................$ 8,458.50

Payment of legal fees for professional services rendered by Waller, Landsen, Dortch & Davis, LLP (statement dated 11/18/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $885.00, represents services and expenses in connection with legal advice.)
Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 11/8/19, 11/13/19, 11/20/19, 11/25/19, 11/25/19, 11/25/19, 12/2/19, 12/4/19 and 12/9/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,132.95, $41,664.00, $15,888.82, $2,869.50, $620.00, $473.00, $660.05, $41,664.00, $632.92 and $123.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………….…….………………$ 105,728.74

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 11/11/19, 11/11/19, 11/11/19, 11/11/19, 11/11/19, 11/11/19, 11/11/19 and 12/4/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $355.50, $4,699.10, $1,378.50, $2,818.90, $2,292.00, $7,521.30, $2,668.50, $24,615.42 and $16,405.10, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………….…….………………$ 62,754.32

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 11/12/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $3,854.50, represents services and expenses in connection with legal advice.)

TOTAL DUE………………………………………….…….………………$ 3,854.50

Payment of legal fees for professional services rendered by Butler Snow (statement dated 11/11/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $4,775.80, represents services and expenses in connection with legal advice.)

TOTAL DUE………………………………………….…….………………$ 4,775.80

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 12/1/19, 12/1/19 and 12/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $23.27, $66.12 and $18.63, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE………………………………………….…….………………$ 108.02
Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Butler Snow (statements dated 11/22/19, 11/22/19 and 11/22/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Vibrio Assay Methods and Kits” - $1,563.50; “Recombinant Fimbrial Protein of Aeromonas Hydrophila as Vaccine in Catfish” - $475.00; and “Hemagglutinin Substitution Increases Thermostability and Improved Yields of 2009 H1N1 Influenza A Virus in Cells” - $530.00).

TOTAL DUE............................................................$ 2,568.50

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy, P.C. (statements dated 5/24/19, 9/6/19 and 9/6/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - $3,750.25; “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - $1,513.00; “Occidiofungin Formulations and Uses Thereof” - $1,274.00, respectively).

TOTAL DUE............................................................$ 6,537.25

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 10/28/19, 10/31/19, 11/20/19, 11/20/19, 11/27/19, 11/27/19, 11/27/19 and 11/27/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” – $720.00; “Unsymmetrical Salts, CCC-NHC Pincer Metal Complexes and Methods of Making Same” - $2,019.00; “Symmetrical CCC-NHC Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - $285.00; “CCC-NHC Pincer Metal OXO Complexes for Water-Splitting and C-H Bond Activation” - $273.00; “Unsymmetric CCC-NHC Pincer Metal Complexes and Application” - $125.00; “Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $284.00; “Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $6,069.60; “Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $284.00; and “Unsymmetrical Salts, CCC-NHC Pincer Metal Complexes, and Methods of Making Same” - $47.50, respectively.)

TOTAL DUE............................................................$ 10,107.10

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 10/28/19, 10/28/19, 11/15/19, 11/15/19, 11/15/19, 11/15/19, 11/20/19, 11/20/19, 12/5/19, 12/5/19 and 12/5/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $52.00, $78.00, $2,806.32, $38.00, $1,367.00, $160.00,
$2,582.00, $2,137.00, $1,456.00, $156.00, $450.00 and $156.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE..........................................................$ 11,438.32

Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 11/25/19 and 11/25/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $100.00 and $200.00, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE..........................................................$ 300.00
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. **MSU** – On January 2, 2020, Commissioner Alfred Rankins, Jr., approved Lease Agreement Addendum #5 between Mississippi State University and Houndstooth Commercial Properties, LLC for 2400 square feet of building space for use by the OSHA Consultation employees of MSU Industrial Health and Safety. The agreement was originally approved January 2013 and has been four times before amended and extended. The current amendment extends the term of the agreement through January 31, 2021, with no increase in cost per month. The monthly payments continue to require prepayment. 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 Board Policy 707.03 Approval of Prepayment for Goods or Services.

b. **UMMC** – On December 16, 2019, Commissioner Alfred Rankins, Jr., approved the Part-Time Space Occupancy Lease Agreement between the University of Mississippi Medical Center and North Mississippi Medical Center, Inc. (NMMC) to sublease approximately 100 square feet of UMMC’s leased clinic space in the Tupelo Clinic to NMMC for use in performing echocardiograms. The term of the agreement is 12 months beginning December 15, 2019. The anticipated revenue is $2,176.72 over the one-year term. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.