Board Meeting Outline
MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

MEETINGS SCHEDULE

Real Estate Committee | February 19, 2020, 2:00p | IHL Board Room
Health Affairs Committee | February 19th, Immediately Following | IHL Board Room
IHL Board Meeting | February 20, 2020, 9:00a | IHL Board Room

CALL TO ORDER
Trustee Hal Parker

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ADJOURNMENT
BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on December 10, 2019, to each and every member of said Board said date being at least five days prior to this January 16, 2020 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham, Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. J. Walt Starr. The meeting was called to order by Dr. Ford Dye, Vice President. Trustee Ogletree introduced Mr. Chip Henderson, Senior Pastor at Pine Lake Baptist Church, who provided the invocation.

INTRODUCTION OF GUESTS

- Vice President Ford Dye welcomed the Student Government Association Officers: Ken Johnson, SGA President at Alcorn State University; Elizabeth Swindle, SGA President at Delta State University; Jordan Jefferson, SGA President at Jackson State University; Jake Manning, SGA President at Mississippi State University; John Jacob Miller, SGA President at Mississippi University for Women; Brandon McCall, SGA President at Mississippi Valley State University; Barron Mayfield, SGA President of the University of Mississippi; and Meredith Cobb, SGA President of the University of Mississippi Medical Center.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Starr, with Trustee Parker absent and not voting, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on November 21, 2019.

CONSENT AGENDAS

On motion by Trustee Duff, seconded by Trustee Morgan, with Trustee Parker absent and not voting, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

FINANCE

1. **IHL Executive Office** – Approved the request to amend the total expenditure amount applicable to its agreement with Leon Consulting, LLC d/b/a LK Marketing Services for the program management, marketing and system services for Mississippi’s Complete 2 Compete initiative. 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. 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. This agreement is funded by the Mississippi Department of Human Services MOA and grant for Complete 2 Compete. Legal Staff has reviewed the proposed amendment for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

2. **MSU** – Approved the request to amend the existing Contract with Babel Street, Inc. for continued access to the following two software items. 1) The Babel Street® web-based application, Babel X®, is a multi-lingual, geo-enabled, text analytics software as a service (SaaS) solution. 2) Babel BOX®, or Blended Onsite eXploitation, refers to the on-premises, hosted solution of Babel Street’s commercial software. 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. 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. The total contract amount is $1,100,000 and is funded by grants. Legal Staff has reviewed the proposed amendment for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

3. **MVSU** – Approved the 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. Legal Staff has reviewed the Authorizing Resolution for compliance with applicable law and finds same to be acceptable. A copy of the resolution is on file in the Board Office.

4. **UM** – Approved the request to enter a contract with ThyssenKrupp Elevator Corporation (“TKE”) for elevator maintenance and testing services for University elevators per applicable codes and regulations. 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. The total contract amount is estimated at $1,925,499 through January 31, 2025. A breakdown of the costs is included in the bound January 16, 2020 Board Working File. 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. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

5. **UM** – Approved the request from the University of Mississippi Office of University Marketing & Communications to amend to the Master Service Agreement (MSA) with Carnegie Dartlet LLC. 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. 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. 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. 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.

6. **UMMC** – Approved the request to amend its Price Document with ABIOMED, Inc. to extend the term of the agreement and 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 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. 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. 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.

7. **UMMC** – Approved the request to enter 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. The term of the Rental Agreement is sixty (60) months, from February 1, 2020, through January 31, 2025. 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. The cost of this agreement will be paid 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. **UMMC** – Approved the 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. 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 to begin in July 2020 and be completed in September 2020. 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. This agreement will be funded by hospital patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

9. **UMMC** – Approved the request to enter into a 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 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. The term of the Agreement is three (3) years, from February 1, 2020, through January 31, 2023. 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. 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. Pursuant to IHL Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board also approved the prepayment of the setup and one-time fees for implementation. 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. **USM** – Approved the request to enter a contract with Business Communications, Inc. for Cisco Flex Plan for Collaboration on-premises and WebEx Cloud for Education. The term of the contract is from February 1, 2020 to January 31, 2025. The total estimated cost of the contract with BCI over the term is $751,296. In accordance with IHL Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to make annual payments in advance in accordance with the terms of the agreement. The cost of these services will be paid using 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.

**REAL ESTATE**

11. **MSU** – Approved the initiation of **IHL 205-303, Investment Grade Audit for Solar Energy and Efficiency Measures** and the conduction of an investment grade audit through Entegrity Energy Partners, LLC. The purpose of the audit is to explore 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 the 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, the
University will seek Board approval prior to entering into any further agreements that require Board approval before implementing the selected energy saving measures. The estimated project budget is $85,530. Funds are available from Internal Funds ($85,530). The Attorney General’s Office has reviewed and approved this item.

12. **MSU** – Approved the request to rename the IHL 205-283, Pre-Planning the Addition and Renovation of Humphrey Coliseum project to the IHL 205-283, Addition and Renovation to Humphrey Coliseum. The Board also approved the request to increase the budget from a preplanning budget of $200,000 to an actual project budget of $50,000,000; to maintain the existing design professional, Dale Partners Architects; and to utilize the Construction Management at Risk (CMAR) project delivery method. The project will be completed in three phases with design, bidding & procurement work overlapping with construction of the previous phase. The CMAR method will provide continuity between the phases including the areas of scheduling, constructability and real cost estimate data to ensure a timely and on-budget project. Funds are available from the Bulldog Club, Inc and MSU Athletics R&R Funds ($50,000,000). The Attorney General’s Office has reviewed and approved this item.

13. **MSU** – Approved the request to rename the IHL 205-291, Pre-Plan the Transit Facility project to the IHL 205-291, Transit Facility and to increase the preplanning budget of $150,000 to an actual project budget of $4,500,000. The Board also approved the exterior design of the project. A copy of the rendering is included in the bound January 16, 2020 Board Working File. Funds are available from Parking and Transit/ MSU Funds ($4,500,000).

14. **UMMC** – Approved the request to name the new, seven-story tower at Children’s of Mississippi the “Kathy and Joe Sanderson Tower”. 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 personally donating more than $10 million to the project. The Sandersons led the committee to raise more than $78 million since 2016. Through the years, the Sandersons have given to countless causes throughout Mississippi and beyond.

15. **USM** – Approved the request to delete from inventory Building #443-B38, a portable office/classroom modular trailer located at the Gulf Coast Research Laboratory in Ocean Springs, MS. 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 IHL Office of Real Estate and Facilities.
LEGAL

16. UM – Approved 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. A copy of the agreement is on file at the Board Office.

17. UM – Approved 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. A copy of the agreement is on file at the Board Office.

18. UMMC – Approved the request to enter 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. A copy of the agreement is on file at the Board Office.

PERSONNEL REPORT

19. 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

20. 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 Stratyner; 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
On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Parker absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. Trustee Gee Ogletree recused himself from voting on items #2 and #3 on the Finance Agenda by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Ogletree and Parker absent and not voting, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Ogletree absent and not voting, 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 items #2 and #3 on the Finance Agenda. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #4.

1. **UMMC** – Approved the request to enter 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. 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. The term of the Agreement is three (3) years, from February 1, 2020, through January 31, 2023. 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. The agreement will be funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

2. **UMMC** – Approved the request to enter a Structural Intervention Products Purchase Agreement with Abbott Laboratories, Inc. 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. 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 or on or about January 23, 2022. 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. The agreement will be funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

3. **UMMC** – Approved the request to enter 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. The term of the agreement is three (3) years, from February 1, 2020, through January 31, 2023. 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. This agreement will be funded by the amounts collected in the credit card transaction, including patient, student, and retail transactions. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

4. **UMMC** – Approved the request to 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 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. The lease-purchase term is 5 years. The lease will be funded by Patient Revenues. The form of lease documents will be presented at a subsequent meeting. Legal review will be provided at that time.

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**REAL ESTATE AGENDA**

Presented by Trustee Bruce Martin, Chair

Trustee Tom Duff recused himself from voting on item #1 on the Real Estate Agenda by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Ogletree, seconded by Trustee McNair, with Trustee Duff absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Real Estate Agenda. Trustee Duff returned to the room following the conclusion of the discussion and vote on item #1 on the Real Estate Agenda. Vice President Dye thanked Trustee Duff and his brother, Jim Duff, for their generous donation to the University of Mississippi. Trustee Duff requested a full report from the University of Mississippi on the progress made toward implementing all the recommendations included in the Final Report by the Chancellor’s Advisory Committee on History and Contextualization that was completed June 16, 2017. Given the importance of this matter, Trustee Duff also requested that the Board receive the full report before the it votes on this item. Agenda item #2 was pulled from the agenda.

1. **UM** – Approved the request to name the soon to be constructed Science, Technology, Engineering & Mathematics (STEM) Building as the “Jim and Thomas Duff Center for Science and Technology Innovation”. 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. The 4-story building will be located in the Science District on campus and is currently programmed at approximately 202,000 gross square feet.

2. **UM – Request to approve IHL 207-460 Historic Monument Relocation.** This request would 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. 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, IHL may authorize the relocation of the confederate statue 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 IHL, the university sought approval of its plan from the Mississippi Department of Archives and History (MDAH). 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 Exhibit 1.)* 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 cost of the monument relocation is anticipated to be approximately $650,000. *(THIS ITEM WAS PULLED FOR FURTHER CONSIDERATION.)*

**LEGAL AGENDA**
Presented by Trustee Ann Lamar, Chair

On motion by Trustee Lamar, seconded by Trustee Starr, all Trustees legally present and participating voted unanimously to move item #1 to the Executive Session Agenda.

1. **UMMC – Settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-40814-1.** *(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)*
INFORMATION AGENDAS
Presented by Commissioner Alfred Rankins, Jr.

FINANCE
1. **UMMC** - The Mississippi Information Technology Services (MS-ITS) approved 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 are between 3M Company and MS-ITS on behalf of UMMC.

2. **UMMC** - The Mississippi Information Technology Services (MS-ITS) approved 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 are between Apex Print Technologies, LLC and MS-ITS on behalf of UMMC.

3. **UMMC** - The Mississippi Information Technology Services (MS-ITS) approved 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 are between OptumInsight, Inc. and MS-ITS on behalf of UMMC.

4. **UMMC** - 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** - The Mississippi Information Technology Services (MS-ITS) approved 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.
REAL ESTATE

6. SYSTEM – The Board received the Real Estate items that were approved by the Board staff subsequent to the November 21, 2019 Board meeting in accordance with Board Policy 904 Board Approval. *(See Exhibit 2.)*

LEGAL

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

ADMINISTRATION/POLICY

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

a. MSU – On January 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.

HEALTH AFFAIRS
COMMITTEE REPORT
Wednesday, January 15, 2020

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

1. The Committee toured the Dental School at the University of Mississippi Medical Center.
2. Executive Session
   On motion by Trustee Dye, with Trustee McNair absent and not voting, all Committee members legally present and participating voted unanimously to close the meeting to
determine whether to declare an Executive Session. On motion by Trustee Lamar, seconded by Trustee Dye, with Trustee McNair absent and not voting, all Committee members legally present and participating voted unanimously to enter Executive Session for the reasons reported to the public and stated in these minutes, as follows:

Discussion of strategic business plans related to a public hospital.

**During Executive Session, the following matters were discussed:**

The Committee discussed the 4 strategic business plans related to a public hospital. *No action was taken.*

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

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

The following Committee members were present: Dr. Walt Starr (Chair), Dr. Ford Dye, Ms. Ann Lamar, Mr. Chip Morgan, and Mr. Gee Ogletree. Committee member Dr. Alfred McNair was absent.

**ANNOUNCEMENTS**

- Vice President Ford Dye announced the next Board meeting will be February 20, 2020 at the Board Office in Jackson, MS.
- Vice President Dye invited the university presidents to report on current activities on their campuses.
- Dr. Alfred Rankins, Jr., Commissioner of Higher Education, introduced Dr. Casey Prestwood who was recently named the Interim Associate Commissioner of Academic and Student Affairs.

**EXECUTIVE SESSION**

On motion by Trustee Duff, seconded by Trustee Starr, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee McNair, seconded by Trustee Duff, 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 UMMC litigation matter.
Discussion of a DSU personnel matter.

**During Executive Session, the following matters were discussed and/or voted upon:**
On motion by Trustee Duff, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve the settlement of the case styled as *Ladonna Blackmore vs. UMMC, et al.*, as recommended by counsel.

The Board discussed a DSU personnel matter. **No action was taken.**

**On motion by Trustee Duff, seconded by Trustee McNair, 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 Duff, seconded by Trustee Morgan, all Trustees legally present and participating voted unanimously to adjourn the meeting.

_____________________________________________________________
President, Board of Trustees of State Institutions of Higher Learning

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

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit 1</td>
<td>Resolution from the Mississippi Department of Archives and History (MDAH) determining that the University of Mississippi’s “plans and specifications for the move [of the historic Confederate Monument] 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.</td>
</tr>
<tr>
<td>Exhibit 2</td>
<td>Real Estate items that were approved by the IHL Board staff subsequent to the November 21, 2019 Board meeting.</td>
</tr>
<tr>
<td>Exhibit 3</td>
<td>Report of the payment of legal fees to outside counsel.</td>
</tr>
</tbody>
</table>
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
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.

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 to 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

MISSISSIPPI STATE UNIVERSITY

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.
EXHIBIT 2
January 16, 2020

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.
General Contractor: Zellner Construction Services, LLC
Phased Project Budget: $30,773,995.68
Total Project Budget: $33,250,000.00

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:

Payment of legal fees for professional services rendered by McDonald Hopkins (statement dated 11/12/19) from the funds of Mississippi Valley State University. (This statement, in the amount of $3,330.00, represents services and expenses in connection with legal advice.)

TOTAL DUE..................................................................................$ 3,330.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 11/18/19 and 11/18/19) from the funds of Mississippi State University. (These statements, in the amounts of $5,000.00 and $2,187.50, represent services and expenses in connection with legal advice.)

TOTAL DUE..................................................................................$ 7,187.50

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 11/1/19 and 11/1/19) from the funds of Mississippi State University. (These statements, in the amounts of $2,000.00 and $549.00, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE..................................................................................$ 2,549.00

Payment of legal fees for professional services rendered by Butler Snow (statement dated 10/10/19) from the funds of the University of Mississippi. (This statement, in the amount of $1,357.00, represents services and expenses in connection with legal advice.)

TOTAL DUE..................................................................................$ 1,357.00

Payment of legal fees for professional services rendered by Holland & Knight, LLP (statements dated 10/30/19 and 11/11/19) from the funds of the University of Mississippi. (These statements, in the amounts of $18,677.19 and $1,890.00, represent services and expenses in connection with legal advice.)

TOTAL DUE..................................................................................$ 20,567.19

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 11/8/19, 11/8/19 and 11/8/19) from the funds of the University of Mississippi. (These statements, in the amounts of $4,408.40, $2,878.00 and $4,494.15, represent services and expenses in connection with legal advice.)

TOTAL DUE..................................................................................$ 11,780.55
EXHIBIT 3
January 16, 2020

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.................................................................$ 33,167.66

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, 11/1/19, 12/1/19, 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.................................................................$ 23,361.86

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.................................................................$ 39,550.48

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 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.................................................................$ 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
EXHIBIT 3
January 16, 2020

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, represent 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.)

TOTAL DUE..............................................................................................................$ 885.00
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, 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, 11/20/19, 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, 11/15/19, 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**

Page 5 of 6
EXHIBIT 3
January 16, 2020

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
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
February 10, 2020

BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a special called emergency teleconference meeting held at the Board Office in Jackson, Mississippi, at 12:00 p.m., and pursuant to notice in writing, to each and every member of said Board. At the above-named place there were present the following members to wit: Dr. Steven Cunningham (by phone), Mr. Tom Duff (by phone), Dr. Ford Dye (by phone), Mr. Shane Hooper (by phone), Ms. Ann H. Lamar (by phone), Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin (by phone), Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan (by phone), Mr. Gee Ogletree (by phone), Mr. Hal Parker (by phone), and Dr. J. Walt Starr (by phone). The meeting was called to order by Hal Parker, President.

In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this teleconference meeting were recorded by name in a rollcall. The meeting was held to discuss a personnel matter at Jackson State University.

EXECUTIVE SESSION

On motion by Trustee Hooper, 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 Cunningham, all Trustees legally present and participating voted unanimously to enter into Executive Session for the reason reported to the public and stated in these minutes, as follows: Discussion of a personnel matter at Jackson State University.

During Executive Session, the following matter was discussed and/or voted upon:

On motion by Trustee Cunningham, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to appoint Mr. Thomas Hudson as Acting President of Jackson State University effective immediately and to provide a state salary of $300,000.

On motion by Trustee Hooper, seconded by Trustee Cunningham, all Trustees legally present and participating voted unanimously to return to Open Session.

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Cunningham, seconded by Trustee Ogletree, all Trustees legally present and participating voted unanimously to adjourn the meeting.

______________________________
President, Board of Trustees of State Institutions of Higher Learning

______________________________
Commissioner, Board of Trustees of State Institutions of Higher Learning
1. **MSU – REQUEST APPROVAL OF AGREEMENT TO PURCHASE RETAIL SALES AND INVENTORY SOFTWARE WITH RJ YOUNG LLC**

   **Agenda Item Request:** Purchase of new software for the MAFES Sales Store

   **Contractor’s Legal Name:** RJ Young, LLC

   **History of Contract:** New

   **Specific Type of Contract:** Services (software and associated modifications) for development of a “Retail Sales and Inventory System for the Sales Store of the Mississippi Agricultural and Forestry Experiment Station at Mississippi State University”.

   **Purpose:** The MAFES Sales Store software is in critical need of an upgrade due to a) an old, out-dated software platform (ColdFusion) and b) shipping needs that cannot be maintained under the current software arrangement (specifically with United Parcel Service).

   **Scope of Work:** Provide new software for support of operations of the MAFES Sales Store.

   **Term of Contract:** Contract will commence upon signatures of both parties. The projected start date is February 21, 2020 and projected to end on February 20, 2025. The project consists of a six (6) month development to deployment period, with renewable option for maintenance up to 5 years (inclusive of the six-month development period).

   **Termination Options:**

   1) 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.

   2) 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.

   3) The contract may be terminated by either party upon the occasion of an event beyond the control and without the fault or negligence of the party claiming inability to perform its obligations and which party is unable to prevent or provide against by the exercise of reasonable diligence. Such event may include, without limitation, acts of God, riots, governmental condemnation of real property, changes in applicable law, floods, droughts, fires, explosions, terrorism, war, criminal behavior, or other catastrophes causing damage or destruction, in whole or in part, to the equipment or property necessary to perform the contract, or failure or refusal by a regulatory or other agency to act upon or grant permits or licenses.
Contract Amount: MSU will pay $3,400 for QuickBooks License for POS Workstations, $2,700 for Project Fixed Fee, and $199,600 for Implementation for a total of $205,700 for development, implementation, training and testing, and will pay $19,155 per year for Annual Maintenance Costs, for a total of $301,475.

Funding Source for Contract: Self-generated funds

Contractor Selection Process: An RFP for these services was issued. MAFES representatives, in conjunction with the Controller’s Office, Information Technology Service and Extension Center for Technology Outreach consulted with each vendor who responded to the RFP, submitted and received questions/answers, and held web conferences with the vendors. A scoring matrix was developed for evaluation of the vendor proposals. R J Young submitted the lowest price and received the highest score in the evaluation; therefore, R J Young was determined to be the vendor best able to meet the needs reflected in the RFP.

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 MS State University and R J Young LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. UM-REQUEST APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH SALESFORCE.ORG

Agenda Item Request: The University of Mississippi (UM) requests approval to amend a contract with Salesforce.org (Salesforce). Pursuant to IHL policy 707.03, Approval of Prepayment for Goods or Services, UM also requests a waiver to allow prepayment of the monthly fees.

Contractor’s Legal Name: Salesforce.org

History of Contract: The original Master Services Agreement was approved in February 2018 for other services on campus. This is a new order form.

Specific Type of Contract: This is a contract to secure a CRM software solution.

Purpose: The purpose of this agreement is to provide a platform for a customer relationship management (CRM) solution for the Undergraduate Office of Admissions for tracking, communicating, and recruiting of prospective students. Implementation services, on-going training, support, and maintenance will also be provided. The Salesforce platform contract is required as a part of our contract with the TargetX CRM Software solution.
Scope of Work: The vendor will provide a CRM software solution for maintaining data on prospective students. The CRM will also facilitate:

a. communication and marketing efforts;

b. status changes;

c. event registration and management;

d. application for admission;

e. mobile access for external users and university staff;

f. predictive analytics and reporting; and

g. address verification

The vendor will also supply implementation support, ongoing support, training, and software updates.

Term of Contract: The term of the order form is in effect from February 24, 2020 through February 23, 2025.

Termination Options: This agreement may be terminated for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Contract Amount: The original contract amount was $12,960 and the new additional amount is $423,915 bringing the total to $436,875

Funding Source of Contract: The contract will be funded with general funds.

Contractor Selection Process: An RFP process was conducted. Seven vendors submitted responses. The responses were reviewed and scored by a committee. Three finalists were invited to conduct on-campus demonstrations. The demonstrations were scored by the selection committee, and the preferred candidate was identified. The cost of the solution presented by the preferred candidate (TargetX) ranked second among the three finalists. This Salesforce.org agreement is required for our TargetX contract.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total
expenditure of more than $250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between the University of Mississippi and Salesforce.org for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

3. **UM-REQUEST APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH TARGETX.COM LLC**

**Agenda Item Request:** The University of Mississippi Office of Admissions requests approval to enter into a contract with TargetX. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, UM also requests a waiver to allow prepayment of annual payment each year.

**Contractor’s Legal Name:** TargetX.com LLC

**History of Contract:** This is a new contract.

**Specific Type of Contract:** This is a contract to secure a CRM software solution.

**Purpose:** The purpose of this agreement is to provide a customer relationship management (CRM) solution for the Office of Admissions for tracking, communicating, and recruiting of prospective students. Implementation services and on-going training, support, and maintenance will also be provided.

**Scope of Work:** The vendor will provide a CRM software solution for maintaining data on prospective students. The CRM will also facilitate:

- a.communication and marketing efforts
- b.status changes
- c.event registration and management
- d.application for admission
- e.mobile access for external users and university staff
- f.predictive analytics and reporting
- g.address verification

The vendor will also supply implementation support and ongoing support, training, and software updates.

**Term of Contract:** The term of the agreement will be in effect from February 27, 2020 through February 27, 2025.
Termination Options: UM may terminate this Agreement upon ninety (90) days' prior written notice if TargetX fails to comply with any of the terms and conditions of this Agreement, and such noncompliance is not cured within such ninety (90)-day period.

TargetX may terminate this Agreement upon ninety (90) days' prior written notice if Client fails to comply with any of the terms and conditions of this Agreement, and such noncompliance is not cured within such ninety (90)-day period.

Client's insolvency, receivership, bankruptcy, or assignment for the benefit of creditors will immediately terminate this Agreement without the need for any notice being given. 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.

Contract Amount: The contract amount for the initial term of the agreement is $113,375. If all options to renew are exercised, the total contract amount would be $442,375. Annual renewals shall be contingent upon the university’s satisfaction with the performance of the software and related support services.

Funding Source for Contract: The contract will be funded by E&G sources.

Contractor Selection Process: An RFP process was conducted. Seven vendors submitted responses. The responses were reviewed and scored by a committee. Three finalists were invited to conduct on-campus demonstrations. The demonstrations were scored by the selection committee, and the preferred candidate was identified. The cost of the solution presented by the preferred candidate ranked second among the three finalists.

Staff Recommendation: Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between the University of Mississippi and TargetX.com LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. **UMMC-REQUEST APPROVAL TO AMEND A LICENSE AND SUPPORT AGREEMENT WITH EPIC SYSTEMS CORPORATION**

   **Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval of Amendment 22 to its current license and support agreement with Epic Systems Corporation to add the Long Term Care module to the current licensed program property. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or
Services, UMMC also requests a waiver to allow prepayment of license fees for the Long Term Care module set at 50% of the total license fee.

**Contractor’s Legal Name: Epic Systems Corporation (Epic)**

**History of Contract:** UMMC entered into a contract with Epic in August 2010 to replace its then current hospital information system which did not allow for the creation of integrated electronic medical records. The software license and support agreement was approved by the Board for projected cost of $36,852,370. The agreement was subsequently amended in July 2011 in order to add and/or delete various Epic interfaces that had been offered as part of the 2010 agreement. There was no additional cost to the contract as a result of the amendment.

In August 2013, the Board approved an amendment to add and/or delete various Epic interfaces and to add various Epic interfaces (new/special request interfaces) that were not part of the 2010 agreement. In addition, the amendment provided for the implementation of three (3) Epic modules that were purchased in 2010 and that had reached the implementation stage. The amendment also added contract language that gave UMMC the option to license, access and use certain items of software at its discretion. The total cost associated with the 2013 amendment was estimated to be $1,151,032 and increased the overall cost to $38,003,402.

In August 2014, the Board approved two (2) amendments to the Epic agreement - Amendment 3 for the conversion of the non-exclusive license to a perpetual license and the extension of support services; and, Amendment 4 which allowed for the addition of new Epic modules and interfaces. The combined cost of the amendments increased the total cost of the Epic agreement to $60,630,030.01.

On April 16, 2015 the Board approved UMMC’s request to enter into a change order to Amendment Four (4), Amendment Five (5), and Amendment Six (6). The change order to Amendment Four (4) allowed UMMC to delete one of the Incoming Patient Administration Interfaces – HL7 that was originally added via Amendment 4. Amendment Five (5) allowed UMMC to implement the Healthy Planet component, which was purchased as part of the original selection, as well as add the Point of Sale (POS) interface licenses within the Epic enterprise. Healthy Planet is the population management system within Epic that allows UMMC to deliver better care for its patient population through the use of reports, dashboards and workflows helping it comply with Accountable Care Organization (ACO) standards established by the Affordable Healthcare Act. The POS interface also allows UMMC to enable on-line patient payments within Epic. Amendment Six (6) allowed UMMC to add the BestPractice Advisory Web services functionality to the Epic system. This allowed UMMC’s Epic DIS team the ability to create a data transmission to a third party system to exchange CDA (clinical document architecture) documents. The total approved cost for the agreement after these amendments was $60,777,030.01.
The Board approved Amendment 7 to the Epic agreement at the August 2015 Board meeting. The amendment provided for additional Epic licenses; additional InterSystems Cache licenses for concurrent users; the implementation of Epic Beaker in the Anatomic Pathology department; and, the implementation of clinical case management within Epic. The total estimated cost for this amendment was $2,167,068 which increased the total estimated cost of the agreement to $62,944,098.01.

In September 2015, the Board approved an Implementation Service Request to purchase implementation advisory services for implementing Epic at UMMC-Grenada for an estimated cost of $211,000. The cost for the services increased the total estimated cost of the agreement to $63,155,098.01.

On March 17, 2016 the board approved UMMC to enter into Amendment eight (8), Amendment nine (9), Amendment ten (10), and a Service Request Order. Amendment eight (8) allowed UMMC to reduce the volume licenses from 260,000 annual inpatient days back to 250,000 annual inpatient days as well as allowed UMMC to participate in the Boost Program. Amendment nine (9) allowed UMMC to add Push Notifications to the licensed program property which allows for the transmission and receipt of information to and from other organizations. Amendment ten (10) allowed UMMC to modify its licensing structure by deleting two of the Incoming Clinical Flowsheet Data-HL7 (copy), deleting the Imaging Decision Support Functionality Enabler, deleting Incoming Financial Transaction- HL7, and adding bundled interfaces. The Service Request order allowed UMMC to utilize the EPIC EDI resources to covert datasets at Grenada. These amendments and the service request brought the total approved cost for the Epic agreement to $65,513,148.01.

On January 19, 2017, the board approved UMMC to enter into Amendments eleven (11), twelve (12), thirteen (13) fourteen (14) and an Epic Service Request. Amendment eleven (11), allowed an update to the pricing previous indicated in Amendment ten (10), due to UMMC having gone live with one or more interfaces between the time Amendment ten (10) was prepared for UMMC and the time that the Amendment was executed. Amendment twelve (12), added Carequality Exchange functionality to the currently licensed Care Everywhere program property. Carequality Exchange allows the exchange of patient date with other healthcare providers using the Exchange product. Amendment thirteen (13) increased the annual volume of ambulatory licenses visits to 800,000. Amendment fourteen (14) increased the annual volume inpatient license to 260,000 annual inpatient visits. This amendment effectively voided provision 1, “Volume Adjustment” of Amendment 8. The Epic Service Request provided for Epic assistance in implementation of previously licensed outgoing address verification query interface. The total cost of the four amendments and the Epic Service Requests was $713,317.00, which brings the total cost for the Epic agreement to $66,264,465.01.
On May 18, 2017, the Board approved UMMC to enter into Amendment Fifteen (15) and an Epic Service Request. Amendment Fifteen (15) provided UMMC the ability to increase its licensed volume for inpatient visits and ambulatory visits as needed for UMMC’s Epic Community Connect (ECC) client, the first of which will be the Mississippi Department of Health (MSDH). Additionally, the amendment allowed UMMC to defer payment for such increases until they are needed, so long as those increases are initiated prior to September 30, 2017. Previously, UMMC was required to pay the fees at the time the amendment was fully executed. The Service Request allowed for annual maintenance, implementation services, project team training and post-live support for the Epic Wisdom General Dentistry application. Amendment Fifteen (15) and the Service Request brought the total approved cost of the Epic Agreement to $67,359,789.01.

At its October 2017 meeting, the Board approved UMMC to enter into two (2) amendments; Epic Amendment Sixteen (16) and Amendment Seventeen (17). Epic Amendment Sixteen (16) added the Remote Monitoring Module to UMMC’s current program property list. Epic Amendment Seventeen (17) changed the Caboodle Data Warehouse licensing to a subscription basis, added the Healthy Planet Enhanced Data Analytics module, and added ten (10) Predictive Analytics Models to UMMC’s current program property list. There were no additional cost associated with these two (2) amendments.

On January 18, 2018, the Board approved UMMC to enter into Epic Amendment Eighteen (18) which added the Patient Abstractor license to the licensed program property and a Service Request Order for Epic to submit UMMC’s 2017 eCQM data to The Joint Commission (UMMC’s accrediting agency). Amendment Eighteen (18) and the Service Request for eCQM brought the total approved cost of the Agreement to $67,403,789.01.

On June 21, 2018, the Board approved UMMC to enter into two Service Request Forms for Epic to provide UMMC with implementation assistance with Care Everywhere and Wisdom General Dentistry. The Service Requests brought the total approved cost of the Agreement to $67,435,039.01.

On October 18, 2018, the Board approved UMMC to enter into Amendment Nineteen (19) to add third party data sets for Pediatric and Adult Telephone Triage Protocols and to add to its current program property the MyChart Bedside and Secure Chat Licenses with related implementation support for MyChart Bedside. In addition, the Board approved an Implementation Request for Epic’s Wound Care module. Also, UMMC was approved to execute future Service or Implementation Requests on an as-needed basis without requiring prior Board approval so long as the cost of the each Service or Implementation Request is less than $250,000, and so long as there is adequate funding. Amendment Nineteen (19) and Implementation/Service Request brought the total approved cost of the Agreement to $69,066,901.11.
On January 17, 2019, the Board approved Amendment Twenty (20) to add licenses for the additional program property modules for Dialysis and Financial Assistance. The amendment term began January 18, 2019 and is coterminous with the license agreement ending August 22, 2019. The total cost of the amendment was $130,277.00. The total cost of the agreement is $69,197,178.10.

On June 20, 2019, the Board approved Amendment Twenty-One (21) to extend the term of the License and Support Agreement an additional five (5) years, including the license and subscription, maintenance, support, and professional Boost services for UMMC’s Electronic Medical Record System (EMR). Also, The Board approved UMMC’s request to execute future Service or Implementation Requests on an as-needed basis without requiring prior Board approval so long as the cost of the each Service or Implementation Request is less than $250,000, and so long as there is adequate funding. The total cost of Amendment Twenty-One (21) was $35,819,554.89, with a total estimated approved cost for the agreement of $105,016,732.99.

Specific Type of Contract: Amendment 22 to the current Epic agreement.

Purpose: The purpose of Amendment 22 is to add the Long Term Care module to the current licensed program property. This module will allow UMMC to generate the minimum data sets needed for appropriate clinical documentation and to appropriately bill long term care stays. The module will be utilized for the swing beds in UMMC’s Grenada facility as well as the new pediatric skilled nursing facility.

Scope of Work: Under Amendment 22, Epic will provide licensing and subscription to the long term care module; and, ongoing maintenance and support for the licensed module.

Term of Contract: The term of Amendment 22 will begin upon last signature date and be coterminous with the current agreement term ending August 22, 2024.

Termination Options: Pursuant to the existing contract with Epic, the request may be terminated for the following:

- by either party upon ninety (90) days notice prior to the end of an annual term,
- breach due to an operational system failure upon forty-five (45) days notice in which to cure such failure,
- upon notice of infringement claim against Epic, if Epic is unable to modify the infringing program property or to provide UMMC with an appropriate replacement program,
- in the event either party becomes the subject of bankruptcy, insolvency and the like, and
- by either party for a breach of a material term of the agreement and failure to cure upon sixty (60) days written notice.
Contract Amount: The estimated cost for Amendment 22 is $66,450. With the addition of Amendment 22, the total estimated approved cost for the Epic agreement is $105,083,182.99. Below is a breakdown of costs associated with this amendment.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>License</td>
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<tr>
<td>Maintenance</td>
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<tr>
<td>Implementation</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$66,450.00</strong></td>
</tr>
</tbody>
</table>

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

Contractor Selection Process: UMMC is currently under contract with Epic.

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 Epic Systems Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. UMMC – REQUEST APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH TRIAGELOGIC, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Nurse Triage Call Center Services Agreement with TriageLogic, LLC for afterhours nurse triage call center services for pediatric patients. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to allow prepayment of the fixed monthly fees in advance each month.

Contractor’s Legal Name: TriageLogic, LLC (TriageLogic)

History of Contract: On February 20, 2014, the Board approved a five (5) year agreement with TriageLogic up to a cost of $1,221,100. UMMC allows outside pediatricians to utilize TriageLogic’s afterhours call services through UMMC for a fee, which recovers a portion of the cost of the agreement with TriageLogic. Upon the expiration of the agreement in 2019, UMMC contracted with TriageLogic for a one (1)
year term while UMMC reassessed the program and its offering to outside providers. The cost of the one (1) year agreement was less than $250,000 and did not require Board approval. The current agreement will expire February 27, 2020. After making necessary program changes, UMMC wishes to continue the program and offering to outside providers through the proposed multi-year agreement with TriageLogic.

Specific Type of Contract: Nurse Triage Call Center Services Agreement.

Purpose: The purpose of the agreement to provide afterhours nurse telephone triage call services for pediatric patients. Under the agreement, parents/guardians of pediatric patients may speak with nurses after regular business hours. UMMC allows outside pediatricians to utilize TriageLogic’s afterhours call services through UMMC for a fee, which recovers a portion of the cost of the agreement with TriageLogic.

Scope of Work: Under the agreement, TriageLogic will provide the following:

- a toll-free phone line,
- client specific profile(s) and individual physician databases updated annually,
- client specific training for nursing staff and phone representatives,
- after hours call management, including one inbound call and up to two outbound calls by TriageLogic, and
- utilization of standard triage guidelines.

Term of Contract: The term of the agreement is five (5) years and one (1) day, from February 28, 2020, through February 28, 2025.

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

- by either party by TriageLogic, upon ten (10) days written notice if UMMC does not pay invoices in a timely manner,
- by either party for breach of the agreement, as long as the breaching party is notified and the provided thirty (30) days in which to cure the breach. If the breaching party does not cure the breach, within the thirty (30) day timeframe, the non-breaching party may immediately terminate the agreement,
- by either party upon sixty (60) days written notice to the other party,
- by UMMC if services are delayed for thirty (30) consecutive days due to a Force Majeure event, and
- upon written notice to TriageLogic 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, in the event TriageLogic improperly uses or discloses protected health information.

Contract Amount: The total estimated cost for the five (5) year, one (1) day term is $921,875. UMMC will pay an annual fixed rate for up to 8,000 calls each year. This rate
will increase by 3% each year of the contract term beginning in Year 2. Also, UMMC will be billed for each additional call over the initial 8,000 calls for the year. Estimated annual costs for the initial 8,000 calls and anticipated additional calls are as follows.

<table>
<thead>
<tr>
<th>Term</th>
<th>Calls per year</th>
<th>Cost per call</th>
<th>Cost per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>8,000</td>
<td>$17.00</td>
<td>$136,000.00</td>
</tr>
<tr>
<td>Overage</td>
<td>1,500</td>
<td>$17.00</td>
<td>$25,500.00</td>
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<tr>
<td>Year 2</td>
<td>8,000</td>
<td>$17.85</td>
<td>$142,800.00</td>
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<tr>
<td>Overage</td>
<td>1,500</td>
<td>$17.85</td>
<td>$26,775.00</td>
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<tr>
<td>Year 3</td>
<td>8,000</td>
<td>$18.74</td>
<td>$149,920.00</td>
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<tr>
<td>Overage</td>
<td>2,000</td>
<td>$18.74</td>
<td>$37,480.00</td>
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<tr>
<td>Year 4</td>
<td>8,000</td>
<td>$19.68</td>
<td>$157,440.00</td>
</tr>
<tr>
<td>Overage</td>
<td>2,000</td>
<td>$19.68</td>
<td>$39,360.00</td>
</tr>
<tr>
<td>Year 5</td>
<td>8,000</td>
<td>$20.66</td>
<td>$165,280.00</td>
</tr>
<tr>
<td>Overage</td>
<td>2,000</td>
<td>$20.66</td>
<td>$41,320.00</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td></td>
<td><strong>$921,875.00</strong></td>
</tr>
</tbody>
</table>

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

**Contractor Selection Process:** UMMC has contracted with TriageLogic since 2008 and has been satisfied with its performance.

**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 TriageLogic, LLC 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.
APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS

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

1. UM – IHL 207-461 – Stockard Hall AC VAV Boxes Replacement & Controls Upgrade

Project Request: The University of Mississippi requests approval to initiate a project, Stockard Hall AC VAV Boxes Replacement & Controls Upgrade, and to appoint Corbett Legge & Associates, PLLC as the design professional.

Proposed Project Professional: Corbett Legge & Associates, PLLC

Purpose: The University of Mississippi is seeking to initiate the project and appoint the design professional as required by Board Policy in order to proceed with the design phase of the project.

Project Scope: Stockard Hall is one of the larger residential halls and part of the long-range plans for Housing. However, since the building was built in 1969 there have been no major renovations to the AC VAV boxes or controls with the exception of needed repairs. The AC VAV system is 50 years old, very outdated, and with the costly repairs, expensive to maintain. This project is similar in scope to the Martin Hall – AC VAV Boxes Replacement that was completed in July of 2019.

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

Project Initiation Date: February 20, 2020

Date of Original Construction: 1969

Date of Last Renovation: 2013 Building Envelope
Proposed Project Budget:

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Cost:</td>
<td>$900,000.00</td>
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<tr>
<td>Architectural and Engineering Fees</td>
<td>73,006.77</td>
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<tr>
<td>Misc. Project Costs:</td>
<td>52,250.00</td>
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<tr>
<td>Furniture &amp; Equipment Costs:</td>
<td>0.00</td>
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<tr>
<td>Contingency:</td>
<td>174,743.23</td>
</tr>
<tr>
<td><strong>Total Project Budget</strong></td>
<td><strong>$1,200,000.00</strong></td>
</tr>
</tbody>
</table>

Proposed Funding Source(s): Student Housing Revenues and Capital Reserves ($1,200,000)

Staff Recommendation: Board staff recommends approval of this item.

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

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

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

Project Request: The University of Mississippi is requesting approval to increase the budget from $2,200,000 to $2,975,000 for an increase in the amount of $775,000. The funding source will remain the same.

Current Project Phase: Design Phase

Design Professional: Weir Boerner Allin Architecture

General Contractor: TBD

Purpose/Justification: After the schematic design was approved and Weir Boerner Allin was preparing the design development drawings the site survey was received that indicated several main utilities located in the building area that will need to be relocated to avoid the footprint of the building. The design development estimate also saw an increase in the construction cost of almost $100 per square foot used to establish the original submitted budget.
Project Scope: This project is to construct a new track and field locker room building on the north side of the existing track. The building is anticipated to be approximately 6,000 gross square feet (GSF) and constructed using brick and cast stone under a pitched standing seam metal roof. Accommodations include lockers rooms, showers, a recovery room, laundry, mud room, and storage.

The University of Mississippi is 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: August 15, 2019

Proposed Project Budget:

<table>
<thead>
<tr>
<th></th>
<th>Current Budget</th>
<th>Proposed Budget</th>
<th>Amount (+/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Costs</td>
<td>$1,585,500.00</td>
<td>$2,343,000.00</td>
<td>$757,500.00</td>
</tr>
<tr>
<td>Architectural and</td>
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<td>$166,000.00</td>
<td>$58,500.00</td>
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<td>Engineering Fees</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Project</td>
<td>$40,000.00</td>
<td>$145,000.00</td>
<td>$105,000.00</td>
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<tr>
<td>Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture &amp; Equipment</td>
<td>$75,000.00</td>
<td>$50,000.00</td>
<td>($25,000.00)</td>
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<tr>
<td>Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>$392,000.00</td>
<td>$271,000.00</td>
<td>($121,000.00)</td>
</tr>
</tbody>
</table>

| Total Project Budget     | $2,200,000.00  | $2,975,000.00   | $775,000.00  |

Proposed Funding Source(s): Intercollegiate Athletics Revenues and Capital Reserves ($2,975,000)

Staff Recommendation: Board staff recommends approval of this item.
1. **UM – APPROVAL TO MODIFY CONTRACT WITH HOLLAND & KNIGHT, LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to modify an existing legal services agreement with the law firm of Holland & Knight LLP, who provides legal services in the areas of Title IX risk management and regulatory compliance, including athletic equity in intercollegiate athletics. Under the parties’ existing legal services agreement, the total expenditures may not exceed $40,000. The University seeks to modify the agreement to increase the allowable expenditures by an additional $35,000, for a total of $75,000. This increase is necessary because an unanticipated development required the University of Mississippi to seek Holland & Knight’s legal support with an internal investigation, and that investigation required additional work product, legal advice, and counsel from Holland & Knight that the University had no way of anticipating or otherwise budgeting for when the University initially sought approval of its legal services agreement with Holland & Knight. All other provisions of the agreement remain the same. Specifically, the term of the agreement remains June 30, 2019 through May 31, 2020 at a discounted hourly rate of $525.00. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $20,000,000. This request is pending approval from the Office of the Attorney General.

**STAFF RECOMMENDATION:** Pending approval by the Attorney General, Board staff recommends approval of this item.

2. **UM – APPROVAL TO MODIFY CONTRACT WITH PHELPS DUNBAR, LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to modify an existing legal services agreement with the law firm of Phelps Dunbar LLP as outside counsel for the provision of legal services in the areas of labor and employment. Under the parties’ existing legal services agreement, the total expenditures may not exceed $35,000. The University seeks to amend the agreement to increase the allowable expenditures by an additional $25,000, for a total of $60,000 in allowable expenditures. This increase is necessary because unanticipated developments required the University of Mississippi to seek Phelps Dunbar’s legal support with an internal investigation and additional labor matters, and these unanticipated matters and investigation required additional work product, legal advice, and counsel from Phelps Dunbar that the University had no way of anticipating or otherwise budgeting for when the University initially sought approval of its legal services agreement with Phelps Dunbar. All other provisions of the current agreement remain the same. Specifically, the term of the agreement remains July 1, 2019 through June 30, 2020 at a discounted hourly rate of $360.00. This firm carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate of $60,000,000. The request is pending approval by the Attorney General.
STAFF RECOMMENDATION: Pending approval by the Attorney General, Board staff recommends approval of this item.
APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

Alcorn State University
Malinda Butler; rehired retiree; Acting Dean, School of Education and Psychology; salary of $70,000 per annum, pro rata; E&G Funds; 3-month contract; effective February 1, 2020

2. Sabbatical

University of Mississippi
Bahram Alidaee; Professor of Production Operations Management and Professor of Pharmacy Administration; from salary $160,827 per annum, pro rata; E&G Funds; 9-month contract; to salary $80,414 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Robert Barnard; Professor of Philosophy; from salary $78,686 per annum, pro rata; E&G Funds; 9-month contract; to salary $39,343 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Kris Belden-Adams; Associate Professor of Art History; from salary $63,097 per annum, pro rata; E&G Funds; 9-month contract; to salary $31,549 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

James Bos; Associate Professor of Religion; from salary $63,861 per annum, pro rata; E&G Funds; 9-month contract; to salary $31,908 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Gerard Buskes; Professor of Mathematics; from salary $116,431 per annum, pro rata; E&G Funds; 9-month contract; to salary $58,216 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Felice Coles; Professor of Modern Languages; from salary $88,540 per annum, pro rata; E&G Funds; 9-month contract; to salary $44,270 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

John Conlon; Professor of Economics; from salary $121,756 per annum, pro rata; E&G Funds; 9-month contract; to salary $60,878 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Xin Dang; Professor of Mathematics; from salary $90,998 per annum, pro rata; E&G Funds; 9-month contract; to salary $45,499 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development
Jared Delcamp; Associate Professor of Chemistry and Biochemistry; from salary $83,488 per annum, pro rata; E&G Funds; 9-month contract; to salary $41,744 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Cristin Ellis; Associate Professor of English; from salary $72,800 per annum, pro rata; E&G Funds; 9-month contract; to salary $36,400 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Michael Gardiner; Associate Professor of Music; from salary $62,280 per annum, pro rata; E&G Funds; 9-month contract; to salary $31,140 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Zachary Guthrie; Assistant Professor of History; from salary $58,696 per annum, pro rata; E&G Funds; 9-month contract; to salary $29,348 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development (Contingent on being awarded tenure by July 1.)

Carey Hanson; Professor of Costume Design; from salary $80,804 per annum, pro rata; E&G Funds; 9-month contract; to salary $40,402 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Derrick Harriell; Associate Professor of English and African American Studies; from salary $81,100 per annum, pro rata; E&G Funds; 9-month contract; to salary $40,550 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Jason Hoeksema; Associate Professor of Biology; from salary $79,923 per annum, pro rata; E&G Funds; 9-month contract; to salary $39,962 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Robert Holt; Professor of Geology and Geological Engineering; from salary $104,150 per annum, pro rata; E&G Funds; 9-month contract; to salary $52,075 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020 and January 19, 2021 to May 8, 2021; professional development

Erik Hom; Assistant Professor of Biology; from salary $66,981 per annum, pro rata; E&G Funds; 9-month contract; to salary $33,491 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development (Contingent on being awarded tenure by July 1.)

Valentina Iepuri; Associate Professor of Modern Languages; from salary $63,616 per annum, pro rata; E&G Funds; 9-month contract; to salary $31,808 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development
Toshikazu Ikuta; Associate Professor of Communication Sciences and Disorders; from salary $83,532 per annum, pro rata; E&G Funds; 9-month contract; to salary $41,766 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Willa Johnson; Associate Professor of Sociology; from salary $70,065 per annum, pro rata; E&G Funds; 9-month contract; to salary $35,033 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021 and August 20, 2021 (or start of contract date) to December 31, 2021; professional development

Kirk Johnson; Associate Professor of African American Studies; from salary $75,691 per annum, pro rata; E&G Funds; 9-month contract; to salary $37,846 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Benjamin Jones; Assistant Professor of International Relations; from salary $65,580 per annum, pro rata; E&G Funds; 9-month contract; to salary $32,790 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development (Contingent on being awarded tenure by July 1.)

Samuel Lisi; Assistant Professor of Mathematics; from salary $65,562 per annum, pro rata; E&G Funds; 9-month contract; to salary $32,781 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development (Contingent on being awarded tenure by July 1.)

Amy McDowell; Assistant Professor of Sociology; from salary $60,652 per annum, pro rata; E&G Funds; 9-month contract; to salary $30,326 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development (Contingent on being awarded tenure by July 1.)

Stephanie Miller; Associate Professor of Psychology and Director of Experimental Graduate Program; from salary $68,540 per annum, pro rata; E&G Funds; 9-month contract; to salary $34,270 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Ted Ownby; William F. Winter Professor of History; from salary $125,000 per annum, pro rata; E&G Funds; 9-month contract; to salary $62,500 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Andrew Paney; Associate Professor of Music; from salary $64,147 per annum, pro rata; E&G Funds; 9-month contract; to salary $32,074 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Molly Pasco-Pranger; Chair and Associate Professor of Classics; from salary $92,440 per annum, pro rata; E&G Funds; 12-month contract; to salary $34,665 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development
Breese Quinn; Professor of Physics and Director of the Multimessenger Astrophysics Center; from salary $91,465 per annum, pro rata; E&G Funds; 9-month contract; to salary $45,733 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020 and January 19, 2021 to May 8, 2021; professional development

Karen Raber; Professor of English; from salary $112,772 per annum, pro rata; E&G Funds; 9-month contract; to salary $56,386 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020 and January 19, 2021 to May 8, 2021; professional development

William Resetarits, Jr.; Professor and Doherty Chair in Freshwater Biology; from salary $175,100 per annum, pro rata; E&G Funds; 9-month contract; to salary $87,550 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Darren Sanefski; Associate Professor of Multiple Platform Journalism; from salary $81,070 per annum, pro rata; E&G Funds; 9-month contract; to salary $40,535 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

John Sonnett; Associate Professor of Sociology; from salary $69,816 per annum, pro rata; E&G Funds; 9-month contract to salary $34,908 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Alysia Steele; Assistant Professor of Multiple Platform Journalism; from salary $75,600 per annum, pro rata; E&G Funds; 9-month contract; to salary $37,800 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development (Contingent on being awarded tenure by July 1.)

Daniel Stout; Associate Professor of British Literature; from salary $71,948 per annum, pro rata; E&G Funds; 9-month contract; to salary $35,974 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Durant Thompson; Professor of Art; from salary $78,575 per annum, pro rata; E&G Funds; 9-month contract; to salary $39,288 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Feng Wang; Associate Professor of Computer and Information Science; from salary $95,297 per annum, pro rata; E&G Funds; 9-month contract; to salary $47,649 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Brooke White; Professor of Art; from salary $81,927 per annum, pro rata; E&G Funds; 9-month contract; to salary $40,964 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development
Caroline Wigginton; Associate Professor of English; from salary $69,724 per annum, pro rata; E&G Funds; 9-month contract; to salary $34,862 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Jessica Wilkerson; Assistant Professor of History and Southern Studies; from salary $59,456 per annum, pro rata; E&G Funds; 9-month contract; to salary $29,728 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Amanda Winburn; Associate Professor of Counselor Education and Coordinator Ed.S. Play Therapy Program; from salary $68,267 per annum, pro rata; E&G Funds; 9-month contract; to salary $34,134 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Jonathan Winburn; Associate Professor of Political Science and Director of Social Science Research Laboratory; from salary $75,800 per annum, pro rata; E&G Funds; 9-month contract; to salary $37,900 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

Haidong Wu; Professor of Mathematics; from salary $94,263 per annum, pro rata; E&G Funds; 9-month contract; to salary $47,132 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Alexander Yakovlev; Professor of Electrical Engineering; from salary $124,932 per annum, pro rata; E&G Funds; 9-month contract; to salary $62,466 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

Yael Zeira; Croft Assistant Professor of Comparative Politics of the Middle East; from salary $65,192 per annum, pro rata; E&G Funds; 9-month contract; to salary $32,596 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development (Contingent on being awarded tenure by July 1.)
1. **UMMC– REQUEST FOR APPROVAL TO ENTER INTO AN ACCESSONE MEDICAL CHARGE ACCOUNT AGREEMENT WITH ACCESSONE MEDCARD, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an AccessOne Medical Charge Account Agreement with **AccessOne MedCard, Inc.** (AccessOne) to provide patients an option to pay outstanding balances with medical charge accounts that are established and serviced by AccessOne.

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

**History of Contract:** This is a new contract. To date, UMMC has managed patient payment plans in house.

**Specific Type of Contract:** This is a new AccessOne Medical Charge Account Agreement.

**Purpose:** The purpose of the agreement is to provide patients who owe balances to UMMC the option of utilizing an AccessOne charge account to finance the payment of those balances.

**Scope of Work:** Under the agreement, AccessOne will establish a medical charge account for eligible UMMC patients who desire such account to pay their balances over time. AccessOne will receive a contingency fee based upon the type of account and receivable.

**Term of Contract:** The term of the agreement is five (5) years, from March 1, 2020, through February 28, 2025.

**Termination Options:** Termination options include the following:
- Immediately upon written notice after a material breach of the agreement by the other party;
- By either party at any time upon thirty (30) days’ written notice;
- Immediately in the event AccessOne assigns the agreement to a party that is excluded from participation in a federal or state health care program;
- Immediately in the event AccessOne is unable to fund all or any portion of accelerated payments.

**Contract Amount:** The total estimated cost of the agreement over five (5) years is $9,000,000. AccessOne’s standard rate under the agreement is a contingency fee of six percent (6%) of actual collections. AccessOne also offers an accelerated payment option, whereby AccessOne will advance the anticipated collections to UMMC for a ten
percent (10%) contingency fee. UMMC has included in its cost calculation an estimated thirty-seven percent (37%) of accounts under the accelerated payment option, and the remainder at the standard rate. UMMC has also included a one percent (1%) potential increase in the service fees.

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

**Contractor Selection Process:** UMMC received proposals from three (3) vendors for patient charge account services. Proposals received from the two (2) other vendors either included higher rates and/or the vendors did not have the same level of experience with Epic, UMMC’s electronic health record. AccessOne proposed competitive rates and offered the best options for patients, including no impact on the patient’s credit score, zero percent (0%) financing options, and family plans.

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

2. **UMMC-REQUEST APPROVAL TO AMEND A LEASE AGREEMENT WITH MEMORIAL HOSPITAL AT GULFPORT**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport to extend the term an additional two (2) years, add a requirement to paint the interior, and add indemnification and insurance requirements of MHG. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC also requests a waiver to allow prepayment of rent on the first day of each month.

**Contractor’s Legal Name:** Memorial Hospital at Gulfport (MHG)

**History of Contract:** On November 16, 2017, the Board approved a twenty-three (23) month sublease with MHG, which will expire on February 28, 2020. The property is owned by Mamie Street Properties, LLC and was leased to MHG through February 28, 2020. MHG has renewed its lease with Mamie Street Properties, LLC and has agreed to extend UMMC’s sublease an additional two (2) years.

**Specific Type of Contract:** Amendment No. 1 to the Medical Office Building Lease

**Purpose:** The purpose of the amended Sublease is to sublease approximately 4,500 square feet from MHG for use as a pediatric outpatient clinic.
Scope of Work: Under the amended Sublease, MHG will:

- Sublease approximately 4,500 square feet of clinical space to UMMC,
- Provide the following, which shall be billed to UMMC and paid as operating expenses:
  - Air conditioning sufficient to cool the premises and heat sufficient to warm the premises to maintain comfortable temperatures in the premises;
  - Provide utilities including hot and cold running water for all restrooms and lavatories, electricity, gas, rubbish collection, and medical waste (sharps collection) disposal;
  - Janitorial service to include soap, paper towels, toilet tissue for public restrooms, and cleaning supplies;
  - Electrical and mechanical maintenance services; and
  - Maintenance and repairs, such as replacement of light bulbs and air conditioning filters, unclogging plumbing fixtures, etc.
- Remove any interior or exterior signage identifying MHG,
- Clean, wax, and seal all flooring,
- Remove all soap and foam dispensers, and
- Paint the interior of the leased premises no later than May 31, 2020.

UMMC will use the premises for medical urgent care, walk-in or outpatient clinic/facility.

Term of Contract: The term of the amended Sublease is forty-seven (47) months and five (5) days, from March 26, 2018, through February 28, 2022. The original Sublease term was twenty-three (23) months and five (5) days. Amendment No. 1 extends the term an additional twenty-four (24) months.

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

- by UMMC in the event MHG causes any utility service interruption lasting longer than 30 consecutive days;
- by either party in the event of a partial destruction of the premises and MHG does not elect to make repairs or if the repairs cannot be made within 120 days;
- by either party in the event of a total destruction of the building;
- automatically if the whole of the premises or building or so much thereof as to render the balance unusable by UMMC shall be taken under power of eminent domain, condemnation or by deed in lieu of foreclosure or otherwise;
- by UMMC in the event of a partial taking under power of eminent domain, by giving MHG written notice within 30 days after UMMC’s receipt of written notice of such partial taking;
- by either party in the event the other party commits an act of default under the Sublease, by giving the defaulting party at least ten (10) days’ prior written notice;
by either party in the event any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, and the parties fail to agree upon modified terms within 90 days;

by either party immediately upon breach of any of the following ongoing representations and warranties that it, its officers, directors and employees:

- are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
- have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs; and
- are not under investigation or otherwise aware of any circumstances which may result in the party being excluded from participation in the Federal Healthcare Programs or any state healthcare programs

by either party in the event of an adverse change in law and the parties fail to agree upon modified terms within 60 days; and

automatically upon the expiration or termination of the lease agreement between MHG and Mamie Street Properties, LLC.

**Contract Amount:** The total cost of the amended Sublease is up to $565,000 over the extended term. The original lease was approved for a total cost of $278,451.42. Effective March 1, 2020, UMMC’s base rent will be $8,883.75 per month, plus an estimated $6,555 in operating expense overages. Operating expenses were estimated based on historical use averages at this location, with a three percent (3%) annual inflation adjustment.

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

**Contractor Selection Process:** UMMC is currently contracted with MHG.

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

3. **UMMC-REQUEST APPROVAL TO ENTER INTO A PRODUCT AGREEMENT WITH JOHNSON & JOHNSON HEALTH CARE SYSTEMS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Product Agreement with Johnson & Johnson Health Care Systems,
Inc. to purchase energy sealing and dissection products utilized in surgical procedures for adult and pediatric patients. Additionally, UMMC requests approval to enter into Amendment #3 to the Master IDN Agreement with Johnson & Johnson to add information security requirements thereto.

Contractor’s Legal Name: Johnson & Johnson Health Care Systems, Inc. (JJHCS)

History of Contract: UMMC has previously purchased energy products from JJHCS without a contract. JJHCS now offers discounted pricing in exchange for a volume purchase commitment, which requires an executed contract.

On January 1, 2018, UMMC executed a Master IDN Agreement with JJHCS to establish the general business and legal terms for future Product Agreements between the parties. The Master IDN Agreement is incorporated into each Product Agreement, but in the event of a conflict, the terms of the Product Agreement control. Therefore, each Product Agreement is treated as a separate, standalone agreement.

On August 16, 2018, the Board approved an Amendment to the Master IDN Agreement to revise the insurance requirements of JJHCS. On May 16, 2019, the Board approved Amendment #2 to the Master IDN Agreement to revise the indemnification requirements therein.

Specific Type of Contract: This is a new Product Agreement and Amendment to Master IDN Agreement.

Purpose: The purpose of the Product Agreement is to purchase energy sealing and dissection products utilized in surgical procedures for adult and pediatric patients. This equipment minimizes thermal tissue damage for the patient while providing precision for the surgeon.

Scope of Work: Under the Product Agreement, JJHCS will provide energy sealing and dissection products at discounted prices. UMMC commits to purchase at least $250,000 of these products in exchange for discounted pricing.

Term of Contract: The term of the Product Agreement is for three (3) years, March 1, 2020 through February 28, 2023.

Termination Options: The Product Agreement may be terminated as follows:

- automatically upon termination of the Master IDN Agreement, and
- by either party at any time upon a thirty (30) day written notice.

The Master IDN Agreement may be terminated as follows:

- by either party at any time upon a thirty (30) day written notice,
Board of Trustees of State Institutions of Higher Learning
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- by either party upon written notice in the event the non-terminating party is excluded from participating in, or becomes otherwise ineligible to participate in, any federal health care program,
- by Customer upon written notice in the event JJHCS or any of its employees or agents fail to comply with UMMC’s rules and regulations concerning conduct on UMMC premises, and
- failure by JJHCS to comply with the federal E-Verify Program.

**Contract Amount:** The total estimated cost of the Product Agreement over the three (3) year term is $1,729,014. UMMC has included a 20% increase in Year 2 for potential patient volume growth due to the addition of new operating rooms in the Children’s Hospital. In Year 3, UMMC has included a 10% increase for potential patient volume growth over the prior year of the agreement. Yearly costs are as follows:

- Year 1 - $491,197
- Year 2 - $589,437
- Year 3 - $648,380

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

**Contractor Selection Process:** The energy sealing and dissection 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 Johnson & Johnson Health Care Systems, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. **UMMC-REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH NxSTAGE MEDICAL, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with NxStage Medical, Inc. for the rental of equipment used by patients on hemodialysis (HEMO) home therapy, as well as for the purchase of associated dialysis supplies, service of the equipment and technical support.

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

**History of Contract:** UMMC has contracted with NxStage for home dialysis equipment since approximately 2008. On January 19, 2017, the Board approved the current agreement.
with NxStage, which will expire February 28, 2020, up to a cost of $1,293,155.60. The proposed agreement will provide the same services of equipment rentals and supplies needed for dialysis patients who choose to dialyze using the home method of treatment.

**Specific Type of Contract:** Chronic Outpatient Therapy Agreement

**Purpose:** The purpose of this agreement is to rent equipment to be used by patients on hemodialysis (HEMO) home therapy, as well as for the purchase of associated dialysis supplies, service of the equipment and technical support. The agreement also includes a provision for loaner equipment and supplies for patient and staff education purposes.

**Scope of Work:** Under the agreement, NxStage will provide the following:

- NxStage System, related supplies, products and services for use in chronic outpatient dialysis therapy,
- discounts based on patient volume,
- maintenance of the system (s) and other equipment,
- six (6) days of onsite in-servicing and support, and
- 24/7 technical support for equipment servicing needs.

**Term of Contract:** The term of the agreement is for three (3) years, February 29, 2020 through February 28, 2023.

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

- by either party provided thirty (30) days’ written notice,
- by UMMC for non-availability of funds,
- by NxStage if UMMC fails to make any payment when due,
- by NxStage if rented equipment is lost, discarded or stolen,
- by NxStage if UMMC breaches the agreement,
- by NxStage upon sixty (60) days’ written notice if UMMC has not trained any new patients at an authorized customer location for one hundred and eighty (180) days, and
- by NxStage in the event of a change in control of UMMC.

**Contract Amount:** The total estimated cost of the agreement over the three (3) year term is $1,223,892.36. This amount includes an annual 8% increase for potential volume growth and an annual 2% price increase beginning in Year 2. The following is a breakdown of annual costs.
## BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

### REGULAR AGENDA

**FINANCE**  
**FEBRUARY 20, 2020**

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

**Contractor Selection Process:** The dialysis equipment and associated supplies 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 University of Mississippi Medical Center and NxStage Medical, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
1. **SYSTEM – DISCUSSION OF THE ELECTION OF VICE PRESIDENT OF THE BOARD OF TRUSTEES FOR THE TERM BEGINNING MAY 8, 2020**

Pursuant to Board Policy 301.02 Election of Officers, a new Vice President of the Board shall be elected to take office on May 8, 2020 unless the Board chooses to postpone the election. Applicable Board policies regarding the terms of officers and the election of officers are shown below:

**301.01 OFFICERS OF THE BOARD**

**A. PRESIDENT:**

There shall be a president elected by the Board from its membership. A class of Trustees shall consist of those Trustees who take office on the same date, or those whose terms as trustees end on the same date. A member of a class may serve more than one term, if elected. The length of a term shall be one year. The president of the Board may not immediately succeed himself/herself as president after having served a full term. The president of the Board shall preside at all meetings of the Board; he or she shall be an ex officio member of all standing and special committees; he or she shall, with the Commissioner, execute such instruments and contracts as may be ordered by the Board; he or she shall perform such duties as usually pertain to this office and such other duties as may be assigned by the Board; and he or she shall be governed in his action by the usual parliamentary procedure. When the presiding officer has voted and the result is a tie, he cannot vote again to break the tie.

**B. VICE PRESIDENT:**

There shall be a vice president elected by the Board from its membership. A vice president shall serve until completion of the term of the president that the vice president will succeed. The vice president shall preside at meetings of the Board in the absence or disability of the president.

The vice president of the Board shall automatically succeed to the office of president after having served a term as vice president.

The vice president shall become president upon the resignation, removal, death or incapacity of the president.

**301.02 ELECTION OF OFFICERS**

The Board of Trustees shall elect its officers at the meeting of the Board held three months before new officers are to take office, unless no meeting is held during that month. However, the Board may vote, if it so chooses, to hold the election of officers at another meeting of the Board.
2. **SYSTEM – APPOINTMENT OF A REPRESENTATIVE TO THE MISSISSIPPI PUBLIC BROADCASTING BOARD**

On May 16, 2019, the IHL Board appointed Dr. William Bynum, President of Jackson State University, to serve from July 1, 2019 through June 30, 2023 as the IHL Board’s representative to the Mississippi Authority for Educational Television A.K.A. Mississippi Public Broadcasting (MPB) Board pending approval by the Senate at its next Legislative session. Dr. Bynum has resigned as President of Jackson State University. The next representative to the MPB Board would serve the remaining time of the four-year term which is February 20, 2020 through June 30, 2023. The representative would need to be approved by the Senate during legislative session. This item is presented for the Board’s consideration.
1. **UM – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT #1 TO SUPPLEMENT TO MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT WITH BLACKBOARD, INC.**

The attached exhibit represents the approval of MS-ITS of Amendment 1 to the Supplement to the Master License and Application Service Provider Agreement with Blackboard, Inc. on behalf of the University of Mississippi (UM). The Attorney General’s staff assigned to MS-ITS reviewed the amendment prior to execution. The agreement and related amendment is between Blackboard, Inc. and MS-ITS behalf of UM.

See Exhibit 1.

2. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT 13 TO THE MASTER SERVICES AND LICENSE AGREEMENT WITH OPTUMINSIGHT, INC.**

The attached exhibit represents the approval of MS-ITS of Amendment 13 to the Master Services and License Agreement with OptumInsight, Inc. on behalf of the University of Mississippi Medical Center (UMMC). The purpose of Amendment 13 is to purchase the use of the Current Procedure (CPT) Codes with RVU Subscription data files, the Revenue Code Crosswalk Files, and the HCPCS Dental Subscription files. All of the items are used in the processing and coding of medical and dental claims. 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 2.

3. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES ORDER FORMS TO THE MASTER SUBSCRIPTION AGREEMENT WITH WORKDAY, INC.**

The attached exhibit represents the approval of MS-ITS of Order Forms 00174305.0 and 00197157.0 under the Master Subscription Agreement with Workday, Inc. on behalf of the University of Mississippi Medical Center (UMMC). The purpose of Order Form 00174305.0 is for two (2) deployment tenants and Order Form 00197157.0 is for the purchase of training credits. The Attorney General’s staff assigned to the MS-ITS reviewed the Order Forms prior to approval. The agreement and related order forms are between Workday, Inc. and MS-ITS on behalf of UMMC.

See Exhibit 3.
This document (hereinafter referred to as “Amendment Number 1”) shall serve to amend the original Supplement to Master License and Application Service Provider Agreement executed on September 25, 2015 (hereinafter referred to as “Supplement”), between Blackboard, Inc., a Delaware corporation having its principal place of business at 1111 19th Street NW, Washington, DC 20036 (hereinafter referred to as “Blackboard”), 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 located at 300 Powers Hall, University, Mississippi 38677 (hereinafter referred to as “Licensee”). ITS and Licensee are sometimes collectively referred to herein as “State.”

NOW THEREFORE, ITS, Licensee, and Blackboard, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Supplement:

1) In order to renew the Supplement for five (5) additional years, Article 1 of the Supplement is revised to add the following: “The period of performance of the ASP services under the Supplement will be renewed beginning on December 12, 2019, and continuing through the close of business on December 11, 2024. During this renewal term, Blackboard will provide ASP services as specified in the Master Application Service Provider (ASP) Agreement. The total price (setup, annual fees, and licensing) is $675,864.31, and will be payable as specified in the attached Exhibit A-1. The parties understand and agree that this acquisition is subject to and controlled by the terms and conditions set forth in the Master ASP Agreement, including but not limited to, the terms related to acceptance, invoicing, and payment."

2) Exhibit A in the Supplement is augmented by the new Exhibit A-1, which is attached to this Amendment Number 1 and incorporated by reference. All references in the Supplement to “Exhibit A” are revised to be “Exhibit A and Exhibit A-1.”

3) All other provisions in the underlying Master ASP Agreement will remain unchanged.
All other terms and conditions of the Supplement executed on September 25, 2015, shall remain unchanged and in full force and effect.

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

By: ____________________________  By: ____________________________
   Authorized Signature            Authorized Signature

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

Blackboard, Inc.

Authorized Signature
### EXHIBIT A-1

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**Note:** Pricing is based on 15,001 – 25,000 FTE Tier.

**Note:** Line item pricing reflects discounted rate for Blackboard’s CORE Bundle.
Blakeney,

Please have the attached OptumInsight Amendment #13 signed and returned to my attention via email. I obtain the remaining signature and return a copy to you. Thank you.

Paula

Paula Conn, CPM
Technology Consultant
MS Department of Information Technology Services
601-432-8046 | 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.
This document (hereinafter referred to as "Amendment Number 13") 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, July 2, 2019, and October 31, 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 13, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

In Amendment Number 7, UMMC renewed the license for ASCII Files with said license concluding November 30, 2019. UMMC desires to renew the license for an additional period beginning December 1, 2019 and continuing through the close of business on September 30, 2022 at the pricing specified in the ASCII Files Product Schedule attached to this Amendment Number 13. Effective December 1, 2019, the ASCII Files Product Schedule in Amendment Number 7 shall be and hereby is deleted and replaced by the ASCII Files Product Schedule attached to this Amendment Number 13.

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: 11-27-2019

Optum360, LLC

By: __________________________
Authorized Signature

Printed Name: Jeremy Knight

Title: Sr. Vice President of Sales

Date: 11/25/2019

University of Mississippi Medical Center

By: __________________________
Authorized Signature

Printed Name: LouAnn Woodward M.D.

Title: Vice Chancellor for Health Affairs

Date: 11/27/2019
ASCII FILES LICENSE
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 December 1, 2019. This Schedule is incorporated into and made a part of the Master Services and License Agreement between Optum and Customer, dated May 31, 2012, (the "Agreement"), which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows:

I. Grant of License.

A. Files Licensed. Optum hereby grants to Customer a nonexclusive, nontransferable license to use the ASCII files (the "Files") identified below under the terms of this Schedule. The Files are included in the definition of "Data" in the Agreement. This Schedule includes a sublicense to use the current Procedural Terminology ("CPT") codes embedded in the Files, if any.

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</tbody>
</table>

B. Use of Files. Customer has right to use the Files for its internal, lawful, business use, and as set forth on the profile form Customer will complete before data delivery. Customer agrees to hold the Files and the data contained therein, in strict confidence and agrees not to provide, disclose or otherwise make available any of such to any third party. Customer shall have no right to allow any person or entity that is not an employee, contractor, or consultant of Customer to access the Files, directly or indirectly in any way. Customer shall not publish, translate or transfer possession of the Files or create derivative works based on the Files. Customer shall not disclose, allow disclosure of, or sublicense the Files to any third party or allow any third party access to or use the Files, except as permitted by this Schedule or the Agreement. Customer shall not use the Files or CPT contained therein on any public computer based information system or public electronic bulletin board, including but not limited to the Internet. This provision shall survive the termination of this Schedule.

C. Number of Users. The number of concurrent users (individuals accessing the Files directly) of the Files is as set forth in Section II.A, below. Should these numbers increase, Customer agrees to notify Optum in writing within forty-five (45) days thereafter and pay additional license fees in order to include the additional Customer sites and users under this Schedule.

II. Fees and Payment Terms.

A. License Fees. For each year of this Schedule, Customer shall pay an annual license fee to Optum for use of the Files by the specified number of users, as set forth in the table below.
### Renewal Year 1 Annual License Fees (12/1/19 - 11/30/20)

<table>
<thead>
<tr>
<th>File Name</th>
<th>Number of Users</th>
<th>User License Fee</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Procedure (CPT®) Codes w/ RVUs Subscription Data File</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Current Procedure (CPT®) Codes w/ RVUs Subscription Data File - Multi User License</td>
<td>5227</td>
<td>$17.50</td>
<td>$91,472.50</td>
</tr>
<tr>
<td>Optum360 Revenue Code Crosswalk Data Subscription File</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Optum360 Revenue Code Crosswalk Data Subscription File - Multi User License</td>
<td>200</td>
<td>$42.00</td>
<td>$8,400.00</td>
</tr>
<tr>
<td>HCPCS Dental Subscription Data File</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>HCPCS Dental Subscription Data File - Multi User License</td>
<td>200</td>
<td>$25.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Total for Year 1</strong></td>
<td><strong>$108,872.50</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Renewal Year 2 Annual License Fees (12/1/20 - 11/30/21)

<table>
<thead>
<tr>
<th>File Name</th>
<th>Number of Users</th>
<th>User License Fee</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Procedure (CPT®) Codes w/ RVUs Subscription Data File</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Current Procedure (CPT®) Codes w/ RVUs Subscription Data File - Multi User License</td>
<td>5227</td>
<td>$18.00</td>
<td>$94,086.00</td>
</tr>
<tr>
<td>Optum360 Revenue Code Crosswalk Data Subscription File</td>
<td>1</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Optum360 Revenue Code Crosswalk Data Subscription File - Multi User License</td>
<td>200</td>
<td>$44.00</td>
<td>$8,800.00</td>
</tr>
<tr>
<td>HCPCS Dental Subscription Data File</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>HCPCS Dental Subscription Data File - Multi User License</td>
<td>200</td>
<td>$25.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Total for Year 2</strong></td>
<td><strong>$112,386.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Renewal Year 3 Annual License Fees (12/1/201 - 11/30/22)

<table>
<thead>
<tr>
<th>File Name</th>
<th>Number of Users</th>
<th>User License Fee</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Procedure (CPT®) Codes w/ RVUs Subscription Data File</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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OptumInsight, Inc.-UMMC-45482-1150 & 1151-Nov2019-Amendment #13 to Master Services and License Agreement
### Current Procedure (CPT®) Codes w/ RVUs

<table>
<thead>
<tr>
<th>Subscription Data File – Multi User License</th>
<th>5227</th>
<th>$18.50</th>
<th>$96,699.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optum360 Revenue Code Crosswalk Data Subscription File</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Optum360 Revenue Code Crosswalk Data Subscription File – Multi User License</td>
<td>200</td>
<td>$46.00</td>
<td>$9,200.00</td>
</tr>
<tr>
<td>HCPCS Dental Subscription Data File</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>HCPCS Dental Subscription Data File – Multi User License</td>
<td>200</td>
<td>$25.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**Total for Year 3** $115,899.50

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**B. Fees for Third Party Components.** The fees set forth above include fees for any third party-owned pieces of the Files, including, without limitation, CPT codes that may be embedded in the Files. Optum may not increase the prices set forth above throughout the Initial Term. After the Initial Term, User License Fees can increase as follows:

a. Current Procedure (CPT®) Codes w/ RVUs Subscription Data File – Multi User License: no greater than $1.00 per user license annually

b. Optum360 Revenue Code Crosswalk Data Subscription File: no greater than 12.5% annually

c. Optum360 Revenue Code Crosswalk Data Subscription File – Multi User License: no greater than $10.00 per license in a renewal period

**C. Payment Terms.** For the first year of this Schedule, Optum shall invoice Customer for the annual license fees on the Effective Date. For each subsequent year of this Schedule, Optum shall invoice Customer for the annual license fees on each anniversary of the Effective Date. Customer agrees to pay Optum within forty-five (45) days of the date of each invoice.

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**III. Accuracy and Errors.** Customer agrees that Optum and its licensors shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Files, or for any damage (including, but not limited to consequential damages) resulting from it. No later than thirty (30) days from the date of Customer’s receipt of access to the Files or any update of the Files, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Files.

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**IV. Term and Termination.**

A. **Term.** This Schedule shall commence as of the Effective Date and shall continue for three (3) years thereafter (the "Initial Term"), unless terminated earlier pursuant to this Schedule or pursuant to the Agreement.

B. **Effect of Termination.** Upon termination of this Schedule for any reason, Customer shall immediately: (i) discontinue all use of the Files and documentation, and remove the Files from all hard disks on all computers; (ii) return to Optum all copies of the Files and documentation within the possession or control of Customer; and (iii) provide to Optum written certification that (i) and (ii) have been accomplished.
WHEREAS, Customer, pursuant to Request for Proposals ("RFP") Number 1150 and 1151 requested proposals for the acquisition of a contractor to provide a claim scrubbing software application and a claims manager clearinghouse service; and

WHEREAS, OptumInsight was the successful proposer in both RFPs to provide the software and services described herein;

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

Customer wishes to obtain certain data, software, and consulting products and services from OptumInsight. This Agreement sets forth the terms under which OptumInsight will provide the requested products and services.

1. **Software, Data Products and Services.**

1.1 The following definitions shall apply to this Agreement, including all product schedules referencing this Agreement (the "Schedules")

(a) "Affiliate" shall mean a company, which controls, is controlled by or is under common control with a party to this Agreement. For the purpose of this Section, "control" shall mean majority ownership.

(b) "Agreement" shall mean this Master Services and License Agreement, the Netwerkes Clearinghouse Services Product Schedule attached as Exhibit A; the Claims Manager Facility Services & Custom Data for Use With EPIC Systems Product Schedule attached as Exhibit B, and the Business Associate Addendum ("BAA") attached as Exhibit C, and any future Schedules which are mutually agreed upon by the parties.

(c) "Customer Data" shall mean claims, eligibility, provider, and other health care related data that Customer owns and that Customer or a Data Source delivers to OptumInsight pursuant to this Agreement.

(d) "Data Products" or "Data" shall mean all databases, data sets and other collections of information that Customer licenses from OptumInsight pursuant to this Agreement.

(e) "Data Sources" shall mean Customer and its administrators, claims payors, vendors and other sources of Customer Data to be delivered to OptumInsight.

(f) "Documentation" shall mean all user manuals and other written specifications distributed to Customer in connection with the Data Products or Software.

(g) "Effective Date" shall mean the date this Agreement is signed by all parties.

(h) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and its corresponding regulations, as amended from time to time.

(i) "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. §160.103, as amended from time to time, limited to PHI that OptumInsight obtains from or on behalf of Customer.
EXHIBIT 2

(i) "Services" shall mean all consulting, training, Software hosting, analytical, data management, support, maintenance, reporting and other services Customer obtains from OptumInsight pursuant to this Agreement.

(k) "Software" shall mean all computer software programs Customer licenses from OptumInsight pursuant to this Agreement, whether installed at Customer's location or hosted at OptumInsight or elsewhere, all updates and revisions to such software that OptumInsight provides to Customer, and all Documentation provided with such computer software programs.

(l) "Useable Data" shall mean complete, readable Customer Data in the format required for the applicable Software, Data Products or Services product, conforming to the source data standard set forth in a Schedule, and including appropriate documentation, which has been tested and inspected by OptumInsight, and determined to be Useable Data by OptumInsight.

1.2 The Software and Services being initially procured by Customer are set forth in the Schedules attached hereto as Exhibits A and B. When Customer agrees to purchase or license and OptumInsight agrees to provide additional Software, Data Products or Services to Customer under this Agreement, the parties shall sign appropriate Schedules to this Agreement. Execution of this Agreement does not bind Customer to purchase or license any particular quantity of Software, Data Products, or Services. Each Schedule shall define the Software, Data Products and Services to be provided to Customer and the prices and terms applicable to them. To the extent the terms of a Schedule conflict with the terms of this Agreement, the terms of the Schedule shall control.

1.3 The following applies to Customer's license of any Software or Data Products:

(a) As of the Effective Date of the applicable Schedule, OptumInsight grants Customer a nonexclusive, nontransferable term license to use the Software or Data Products for Customer's business operations within the United States, pursuant to the terms of this Agreement. Customer may use the Software or Data Products only as permitted in the applicable Schedule, and for no other purposes.

(b) In the event that Customer wishes to use a third party as its agent to access the Software, the Data Products or a database of Customer Data produced through use of any Software, OptumInsight must approve access by such third party and the third party must sign an appropriate nondisclosure agreement with Customer or with OptumInsight. However, OptumInsight's approval is not required for third party contractors that will have only incidental contact with or use of such items. Customer, however, remains responsible for protecting the confidentiality of the Software, Data Products, and Services it obtains from OptumInsight. Except as permitted by this Agreement, Customer shall have no right to allow any person or entity who is not a party to this Agreement or an Affiliate of Customer to access the Software or Data Products directly or indirectly in any way.

(c) Customer may make copies of the Software and the Data Products only for backup, archival, disaster recovery, and disaster recovery testing purposes. On each such copy of the Software or Data Products, Customer shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the Software and Data Products made or received by Customer can be used only as permitted under this Agreement. At any time within ten (10) business days after OptumInsight's written request, Customer shall inform OptumInsight of the number and location of all copies of the Software and Data Products Customer has made or received.

(d) Customer shall not (i) copy, reproduce, modify, or excerpt any of the Software or Data Products for any purpose other than as expressly permitted under this Agreement; (ii) distribute, rent, sublicense, share, transfer or lease the Software or Data Products to any person or entity that is not a party to this Agreement or an Affiliate of Customer, or use the Software or Data Products to provide service bureau or similar services to third parties (unless expressly permitted on a Schedule); or (iii) attempt to reverse engineer or otherwise obtain copies of the source code for the Software or the identity of individual patients or members, Data Sources, persons, payers, or providers reflected in any Data Products.

(e) OptumInsight shall furnish to Customer without charge only those updates to or new versions of Software or Data Products that OptumInsight furnishes without charge to all other licensees for the Software or Data Products. If OptumInsight notifies Customer that an update supersedes the preceding version, Customer shall have a reasonable time in which to move to the updated version, and thereafter, OptumInsight will have no further obligation to provide maintenance services for the superseded Software
or Data Products versions. When OptumInsight hosts Software or Data Products for Customer, OptumInsight will use the then-current version of the Software or Data Products on behalf of Customer.

1.4 OptumInsight may use proprietary tools, computer programs, algorithms, databases, methods and techniques, processes and other materials and ideas developed by itself or others to perform Services for Customer ("OptumInsight Tools"). Customer acknowledges and agrees that the OptumInsight Tools, including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof, remain the sole property of OptumInsight.

2. Customer's Responsibilities

2.1 Customer will provide and maintain all computer hardware, software, communications equipment, and associated peripherals and support necessary to use the Software and the Data Products. Any failure to perform by OptumInsight shall not be considered a breach of this Agreement if such failure to perform is solely caused by Customer's failure to provide the recommended computer hardware, software, communications equipment, and/or associated peripherals and/or support. If a Schedule requires Customer to deliver Customer Data to OptumInsight, Customer shall provide OptumInsight with all Useable Data required, in the format required for the applicable Software, Data Products or Services. Customer's failure to provide Useable Data shall relieve OptumInsight of all obligations under this Agreement that are contingent upon receipt of Useable Data, until such time as Customer has delivered Useable Data to OptumInsight.

2.2 Customer and the Data Sources shall be responsible for their data entry activities, and for the accuracy of any Customer Data delivered to OptumInsight. Customer agrees that the Customer Data it provides to OptumInsight under this Agreement (if any) contains true and accurate data and information, to the best of Customer's knowledge. OptumInsight shall not be responsible for errors in Customer Data or data entry done by Customer or the Data Sources, or for errors in services, programs, programs, hardware, data files, or output OptumInsight provides to or maintains for Customer pursuant to this Agreement, if those OptumInsight errors are solely caused by errors in Customer's or the Data Sources' input data, or from Customer's failure to comply with this Agreement. Customer is responsible for obtaining, prior to furnishing any data or information to OptumInsight, any necessary permissions, consents, or releases, including entering into business associate agreements as applicable, which are required by applicable federal, state or local laws and/or regulations for the delivery of Customer Data to OptumInsight and for OptumInsight to use and disclose such Customer Data as set forth under this Agreement or required by law.

2.3 During and after the term of this Agreement, OptumInsight may use, reproduce, transfer and combine Customer Data and information derived from that data for preparing commercially available normative and benchmark data and databases, and for internal and external research and analysis purposes. Consistent with Section 5 of this Agreement, OptumInsight shall not use, distribute or disclose Customer Data in any manner that would reveal the identity of patients or members (other than for explicit use of Customer Data by Customer under this Agreement), except to the extent permitted by applicable law or this Agreement.

2.4 In the event that Customer uses or accesses any OptumInsight information or communication systems ("OptumInsight Systems"), which includes the systems owned and/or operated by OptumInsight and/or OptumInsight's Affiliates, in the course of the parties performing under this Agreement, Customer agrees that it will use such access only as authorized in this Agreement, and for no other purposes, and will comply with all security controls, policies, standards, and guidelines applicable to OptumInsight Systems which are disclosed to Customer as part of a log-in procedure. Customer agrees it will not (i) knowingly introduce any virus or disabling code into the OptumInsight Systems; (ii) allow unauthorized third parties to have access to the OptumInsight Systems; (iii) attempt to access any portions of the OptumInsight Systems that are not required for Customer's performance under this Agreement; (iv) use the OptumInsight Systems in any manner that may damage or impair the OptumInsight Systems, OptumInsight, or its Affiliates, or (v) attempt to circumvent or bypass OptumInsight's security procedures for the OptumInsight Systems.

3. Prices and Payment
3.1 Customer shall pay OptumInsight for the Software, Data Products and Services in the amounts set forth in the attached Exhibit D. Customer shall pay OptumInsight for any additional billable services, which Customer requests and OptumInsight performs and which are not specified in any Schedules, at OptumInsight’s then-current time and materials rates. Such request will be agreed to in writing between the OptumInsight and the Customer. Customer will reimburse OptumInsight for all reasonable travel and per diem expenses incurred in performing under this Agreement and identified in the attached Schedules, with prior authorization from Customer. OptumInsight will provide copies of all receipts for travel and per diem expenses to Customer. All travel and per diem expenses will be invoiced by OptumInsight as they are incurred. OptumInsight shall use hotel facilities that are mutually agreeable to OptumInsight and Customer. It is understood by the parties that all travel and travel expenses must be pre-approved by Customer, shall not exceed the daily amount allowed by the Mississippi Department of Finance and Administration, and are nonrefundable after being reimbursed. OptumInsight shall submit invoices with the appropriate documentation to Customer monthly for any month in which Services are rendered. All invoices will be stated in and all payments made in U.S. dollars. OptumInsight agrees that Customer represents that it is exempt from the payment of taxes and will not be invoiced for such taxes provided Customer provides OptumInsight with appropriate documentation of the exemption. All out of pocket expenses will be paid according to Customer policy.

3.2 Customer agrees to pay all undisputed fees and expenses invoiced by OptumInsight within forty-five (45) days of Customer’s receipt of each invoice. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law. Upon prior reasonable written notice to Customer, OptumInsight shall have the right, at its sole expense, to inspect and audit Customer’s records relating to this Agreement, to confirm the calculation of fees due under this Agreement and Customer’s compliance with this Agreement. OptumInsight agrees to hold such records in confidence. Such audits shall occur during Customer’s usual business hours no more often than once per year, and shall be conducted with the least disruption to Customer’s normal business operations as feasible.


4.1 OptumInsight represents and warrants to Customer that OptumInsight has the right to license the Software and Data Products to Customer. All rights in patents, copyrights, trademarks and trade secrets encompassed in the Software and Data Products will remain in OptumInsight or its licensors, as applicable. Customer does not obtain any rights in the Software or Data Products except the limited right to use the Software and Data Products as provided herein and in the Schedules.

4.2 OptumInsight warrants that the Software will perform substantially in accordance with the applicable Documentation for the licensed release. If the Software fails to perform in accordance with the Documentation within ninety (90) days after the initial delivery of the first licensed release of the Software to Customer, Customer shall notify OptumInsight in writing prior to the expiration of such ninety-(90) day period, and OptumInsight shall repair or replace the Software. If OptumInsight is unable to repair or replace the Software after receipt of such notification from Customer, upon Customer’s request OptumInsight will refund the license fees Customer paid for such Software (if any), and the license to use such Software shall be deemed to be terminated. OptumInsight warrants that the Data Products, upon delivery to Customer, shall consist of an accurate copy of the data sets or databases described in the Documentation for the Data Products. However, to the extent that the Data Products contain information OptumInsight has received from third parties, OptumInsight warranties only that the Data Products contain an accurate copy of the information that was delivered to OptumInsight. These warranties are void if Customer modifies the Software or the Data Products, Customer uses the Software or Data Products in any manner that is not allowed under this Agreement, or Customer allows unauthorized persons to use the Software or Data Products.

4.3 OptumInsight represents and warrants to Customer that:

(a) The Software and the Data Products and any medium by which they are delivered to Customer do not contain any virus or any other contaminant or disabling devices. For any breach of this warranty, OptumInsight at its expense shall, within five (5) business days after receipt of notification of the breach, deliver Software and Data Products to Customer that are free of any virus, and shall be responsible for
EXHIBIT 2

repaired, at OptumInsight's expense, any and all damage done by the virus to Customer's site. This Section does not apply to disabling code used to terminate an evaluation or trial period for Software or Data Products.

(b) Each of OptumInsight's employees, agents and subcontractors assigned to perform any Services shall possess the proper skill, training, and experience to perform the Services, the Services will be performed in a competent and professional manner, and OptumInsight's employees, agents and subcontractors will observe any working rules of Customer, while on Customer's premises and to the extent conveyed by Customer. OptumInsight agrees to reperform any Services not in compliance with this warranty that are brought to its attention in writing within thirty (30) days after those Services are delivered to Customer.

(c) For the duration of any maintenance or support services that Customer obtains from OptumInsight pursuant to a Schedule, the Software or Data Product that is being maintained or supported by OptumInsight shall perform substantially in accordance with its then-current Documentation.

(d) OptumInsight represents and warrants that the Software and Services provided by OptumInsight pursuant to this Agreement shall meet or exceed the minimum specifications set forth in RFP No. 1150 and 1151 and OptumInsight's proposals, as accepted by Customer, in response thereto.

4.4 Except as expressly provided in this Agreement, OPTUMINSIGHT AND ITS LICENSORS MAKE NO OTHER EXPRESS WARRANTIES OR REPRESENTATIONS RELATING TO THE SOFTWARE, THE DATA PRODUCTS, OR THE SERVICES.

5. HIPAA Compliance.

5.1 This Section 5 applies only in the event that OptumInsight is receiving Customer Data from or on behalf of Customer, which constitutes PHI. The parties hereby agree to the Business Associate Addendum ("BAA"), attached as Exhibit C to this Agreement. Unless otherwise specified in this Agreement, all capitalized terms used in this Section 5 or the BAA and not otherwise defined have the meaning established for purposes of the Privacy Rule and the Security Rule under HIPAA, as amended from time to time. Customer agrees that each time it provides PHI to OptumInsight, Customer or its Data Sources will retain a copy of such PHI, and OptumInsight shall not have possession of the only copy of such PHI, unless OptumInsight has agreed in writing to hold the only copy.

5.2 The terms of this Section 5 and the BAA have been included based solely on the understanding by the parties that they are required by HIPAA or other applicable laws. To the extent that any relevant provision of HIPAA is materially amended or interpreted in a manner that changes the obligations of Customer or OptumInsight under this Agreement, the parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to such revised obligations. The terms of this Agreement will be construed in light of any interpretation of and/or guidance on HIPAA issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time.

6. Limitation of Remedies and Indemnification. This Section limits the parties' liability to each other in actions between the parties brought under this Agreement. Unless jointly agreed otherwise in writing, OptumInsight's liability shall not exceed the total amount paid by Customer to OptumInsight under this Agreement, including any amounts paid pursuant to amendments and change orders. In no event will OptumInsight be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless OptumInsight was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to breach of Sections 5 or 7 of this Agreement, fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of OptumInsight. The language contained herein tending to limit the liability of OptumInsight will apply to Customer to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that OptumInsight is precluded from relying on any contractual damages limitation language within this Agreement where OptumInsight acts fraudulently or in bad faith.

7. Confidentiality.
7.1 Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating Schedules or future agreements between the parties, each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, OptumInsight's Confidential Information shall include, without limitation, financial information and employee information; information regarding OptumInsight products, marketing plans, business plans, customer names and lists, Software, Data Products, Services and Documentation; reports generated by or for OptumInsight; OptumInsight's methods of database creation; OptumInsight's translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats; software tools for report creation, distribution and retrieval; and associated algorithms, developments, improvements, know-how, code (object and source), programs, software architecture, technology and trade secrets. Without limiting the foregoing, Customer's Confidential Information shall include information regarding Customer's business and information regarding Customer's patients, premiums and claims data. Confidential Information shall not include PHI, which is subject to Section 5 of this Agreement. The confidential terms referenced in this Section 7.1 are enforceable to the extent permitted by the Mississippi Public Records Act.

7.2 Each party agrees that (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; (d) it will take all reasonable precautions to protect the other party's Confidential Information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization. Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party or certify as destroyed all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors, other than archival copies. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information.

7.3 If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall, if legally permissible, promptly notify the other party and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure.

7.4 Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to the other party's Confidential Information.

7.5 It is understood and agreed that in accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement with all pricing removed from the Agreement shall be posted to the State of Mississippi's accountability website at: https://merlin.state.ms.us

8. Term and Termination; Dispute Resolution.

8.1 This Agreement commences as of the Effective Date. Unless earlier terminated as provided in this Agreement, this Agreement continues until the later of (a) five years after the Effective Date or (b) the expiration of all Schedules to this Agreement. Section 2.3 and all Sections of this Agreement (including the Schedules) relating to confidentiality, HIPAA compliance, ownership of intellectual property, indemnification, or limitations of liability shall survive termination or expiration of this Agreement. Upon termination or expiration of this Agreement,
Customer shall, within thirty (30) days, return all copies of all Software, Data Products, Documentation and related user materials to OptumInsight. With OptumInsight’s consent (via e-mail), Customer may certify that it has ceased using and has destroyed the Software, Data Products and Documentation, rather than return them.

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

8.3 Failure by either party (the “Breaching Party”) to comply with any material provision of this Agreement shall entitle the other party (the “Non-breaching Party”) to give notice of breach to the Breaching Party specifying the nature of the breach and requiring the Breaching Party to cure such breach within thirty (30) calendar days of its receipt of such notice. If the Breaching Party disagrees with the existence, extent, or nature of the breach, the parties shall use reasonable, good faith efforts to resolve the dispute within thirty (30) days, and each party shall proceed diligently with the performance of this Agreement pending the resolution of any dispute. If (i) such breach is not cured within such thirty (30) day period after the receipt of such notice or (ii) the parties have not otherwise resolved the breach during such thirty (30) day period, the Non-breaching Party may terminate the Schedule that was breached or the Agreement (if the breach related to multiple Schedules), in whole or in part and without the assessment of any penalties, by delivering a second notice to the Breaching Party, specifying a termination date. The termination date may be immediate upon delivery of the second notice or up to ninety (90) days after the issuance of the second notice.

8.4 Except as set out in Section 8.5 below, any dispute, claim, or controversy of any kind or nature relating to this Agreement (“Dispute”) arising between the parties regarding this Agreement that is not cured or otherwise resolved through the processes described in Section 8.3, the parties agree to meet and make a good faith effort to resolve the Dispute. If the Dispute is not resolved within thirty (30) calendar days after the the parties first meet to discuss it, and either party wishes to pursue the Dispute further, then the parties may refer the Dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”) then in effect. The parties may agree or not agree to mediation at their discretion. In no event may the mediation be initiated more than one (1) year after the date one party first gave written notice of the Dispute to the other party. A single mediator engaged in the practice of law, who is knowable as to the subject matter relevant to the Dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in Jackson, Mississippi at a mutually agreeable site. If the parties are not able to resolve their differences through the mediation process within ninety (90) days of referring the matter to the AAA, either party shall be free to pursue all legal and equitable remedies otherwise available to it. Each party shall assume its own costs, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by each party. The parties shall proceed diligently with the performance of this Agreement pending the resolution of any dispute.

8.5 Notwithstanding Sections 8.3 or 8.4 above (collectively, “the Dispute Resolution Processes”), in the event that a party breaches this Agreement, the Non-breaching party may apply to a court of competent jurisdiction to seek emergency injunctive relief during or prior to the invocation of the Dispute Resolution Processes.

8.6 Notwithstanding any provision contained in this Agreement to the contrary, a party to this Agreement may terminate this Agreement in whole or in part without the assessment of any penalties, upon the giving of thirty (30) calendar days prior written notice to the other party:

(a) If the other party (i) applies for or consents to the appointment of a receiver, trustee, custodian, or liquidator because of its inability to pay its debts as they mature, (ii) makes a general assignment for the benefit of creditors, (iii) becomes adjudicated as bankrupt or insolvent or becomes the subject of an order for relief under Title 11 of the United States Code; (iv) files a voluntary petition in bankruptcy; or a petition or an answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under such law; or (v) suffers the filing against it of an involuntary petition seeking relief under Title 11 of the United States Code, and any such action remains unremedied for ninety (90) consecutive days; or
(b) If an order, judgment or decree is entered, without the application, approval or consent of the other party, by any court of competent jurisdiction, approving a petition seeking reorganization or appointing a receiver of such company or substantially all of the assets of such company, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days; or

(c) If any Certificate of Authority, license or other registration permitting a party to operate is revoked or suspended by order of the appropriate local, state or federal agency and such order continues unstayed and in effect for a period of ninety (90) days provided such loss is not the result of the terminating party's performance or failure to perform under this Agreement.

8.7 Customer may also terminate this Agreement in whole or in part without the assessment of any penalties as follows: Immediately upon written notice to OptumInsight in the event the funds anticipated for the fulfillment of the Agreement are not forthcoming or are insufficient or there is a discontinuance or material alteration of the program under which funds were available to Customer pursuant to Section 12. This Agreement and any of its Schedules may be terminated, in whole or in part, upon the mutual written agreement of the parties. The provisions of Sections 8.1 through 8.7 do not limit either party’s right to pursue any other remedy available at law or in equity.

9. **CPT, CDT and ASA Terms.**

9.1 Certain OptumInsight Software and Data Products contain Current Procedural Terminology Codes ("CPT") owned and copyrighted by the American Medical Association ("AMA") and licensed to OptumInsight, and/or Current Dental Terminology ("CDT") codes owned and copyrighted by the American Dental Association ("ADA"), and/or ASA content ("ASA Content") owned and copyrighted by the American Society of Anesthesiologists ("ASA"). The terms of this Section 9 apply only to Software and Data Products that contain CPT and/or CDT and/or ASA Content. Collectively, the CPT codes, CDT codes and ASA Content are referred to as the "Licensed Codes". Customer acquires no proprietary interest in the Licensed Codes. Except for the limited rights expressly granted to Customer in a Schedule, Customer acknowledges that all other rights in the Licensed Codes are owned and retained by AMA, ADA and ASA, respectively. All notices or proprietary rights, including trademark and copyright in the Licensed Codes must appear on all permitted back-up or archival copies made by Customer. CROSSWALK®, Reverse CROSSWALK™ and Relative Value Guide™ are trademarks of ASA.

9.2 Customer shall ensure that any person or entity that Customer authorizes to obtain access to Licensed Codes shall comply with the provisions of this Agreement. Customer shall not use Licensed Codes or information contained therein in any public computer-based information system or public electronic bulletin board (including the Internet and World Wide Web). Customer shall not create any derivative works based on Licensed Codes. Customer may print or download "CPT® Assistant" and/or "CPT® Changes" content or the Licensed Codes from the Software or Data Products solely for Customer’s own business operations, without any modification to the content, and in such a way that the appropriate citation is included. OptumInsight’s ability to deliver updated versions of CPT to Customer is dependent upon continuing contractual relations with the AMA.

9.3 The AMA provides CPT “AS IS”, without any liability to the AMA, including, without limitation, no liability for consequential or special damages or lost profits for sequence, accuracy or completeness of the CPT data. The AMA does not warrant that CPT will meet Customer’s requirements. The AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in CPT.

9.4 Except as expressly stated herein, the Licensed Codes and documentation are provided ‘AS IS’, without warranty of any kind, express or implied, including, but not limited to, warranties of performance. Customer (and not the AMA, ADA or ASA) bears all risk relating to quality, accuracy and performance of Licensed Codes. ASA’s sole responsibility is to make available to OptumInsight replacement copies of the ASA Content if the ASA Content is not intact. ASA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in ASA Content.

9.5 Licensed Codes are commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by the American Medical Association, 515 N. State Street, Chicago, IL 60610, the ADA or the ASA. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these codes as provided for by the copyright laws of the United States. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these codes are limited by the applicable provisions of U.S. Code Title 17.
technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restriction of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense procurements and the limited rights of restrictions of FAR 52.227-14 and/or subject to the restricted rights provisions of FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

10. General

10.1 Entire Agreement: This Agreement, applicable Schedules, and the BAA constitutes the entire understanding between the parties and supersedes and replaces any and all prior negotiations, communications and agreements, written or oral, between the parties relating thereto, including all terms of any “shrink-wrap”, “click-wrap” or “browse-wrap” license of the Software. RFP No. 11501, RFP No. 1151, and OptumInsight’s proposals, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

10.1.1 The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:
A. This Master Services & License Agreement signed by the parties hereto;
B. The exhibits attached to this Master Services & License Agreement;
C. RFP No. 1150 and RFP No. 1151 and written addenda, and
D. OptumInsight’s proposals, as accepted by the Customer, in response to RFP No. 1150 and 1151.

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

10.2 Modifications: No amendment, change, or waiver of any provision of this Agreement will be binding unless in writing and signed by both parties.

10.3 Severability: In the event one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable by a court with jurisdiction, the remaining provisions shall continue in full force and effect to the extent permitted by law, provided that the State’s purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

10.4 Subcontractors: OptumInsight may use subcontractors to perform under this Agreement, but OptumInsight shall remain responsible for its obligations under this Agreement. OptumInsight shall obtain prior written approval for any subcontractor that is performing services solely for Customer.

10.5 Employee Status: OptumInsight’s relationship to Customer is that of an independent contractor. Neither party shall be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the other party.

10.6 Assignments: Neither Customer, Customer’s Affiliates, nor OptumInsight may assign or transfer this Agreement or any of the rights or licenses granted under it, without the prior, written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment without consent shall be void.

10.7 Notices: Any notices permitted or required under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of each notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier service with signed receipt, addressed to
the party as set forth herein, or at a different address as a party has notified the other party in writing. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer’s address for notice is: Mr. Randy Sites, UMMC Chief Revenue Cycle Officer, University of Mississippi Medical Center, 504 Clinton Ctr. Drive, Suite 4300, Clinton, Mississippi 39056, with a copy of all notices to Customer also being sent to University of Mississippi Medical Center, Attention General Counsel, 2500 North State Street, Jackson, Mississippi 39216. OptumInsight’s address for notice is: OptumInsight, Inc., Attention: General Counsel, 13625 Technology Drive, Eden Prairie, Minnesota 55344. Notices shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change or address.

10.8 Force Majeure: The obligations of the parties under this Agreement shall be suspended, to the extent a party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), acts of war, acts of terrorism, vandalism or other aggression, acts of God, fires, storms, accidents, governmental regulations, failure of Internet access or service, or any other cause whatsoever beyond a party’s control. In addition, OptumInsight’s failure to perform under this Agreement shall be excused, and shall not be cause for termination, if such failure to perform is due to Customer undertaking actions or failing to undertake actions so that OptumInsight is or would be prohibited from the due performance of any material covenant, condition or agreement contained in this Agreement.

10.9 Each party agrees that in performing under this Agreement it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty and in compliance with all applicable laws; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; and (c) not achieve business results by illegal act or unethical conduct.

10.10 In regards to conflicting terms between this Master Services & License Agreement and any Schedule, the terms of the Master Services & License Agreement shall govern.

10.11 E-Verify: OptumInsight represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. OptumInsight agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. OptumInsight further represents and warrants that any person assigned to perform Services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. OptumInsight understands and agrees that any breach of these warranties may subject OptumInsight to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to OptumInsight by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, OptumInsight would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

11. U.S. Government Rights. The Software and Data Products include commercial technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by OptumInsight and/or its licensors. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restrictions of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 and/or subject to the restricted rights provisions of
FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR Supplements, for non-
Department of Defense Federal procurements.

12. Availability of Funds: It is expressly understood and agreed that the obligation of Customer to
proceed under this Agreement beyond year one is conditioned upon the appropriation of funds by the Mississippi
State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If
the funds anticipated for the fulfillment of this Agreement for succeeding years are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to
appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were
available to Customer for the payments or performance due under this Agreement, Customer shall have the right,
upon sixty (60) days notice to OptumInsight, to terminate this Agreement, without damage, penalty, cost or expense
to Customer of any kind whatsoever. Such termination shall be effective as of the end of the then-current fiscal year
if Customer has funds for this Agreement for the remainder of the fiscal year; in all other circumstances, the
termination shall be effective as of the end of the sixty day notice period. Customer shall have the sole right to
determine whether funds are available for the payments or performances due under this Agreement. It is understood
that this Agreement will be funded as priority.

13. Governing Law: This Agreement shall be construed and governed in accordance with the laws of
the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. The
parties expressly agree that under no circumstances shall either party be obligated to pay an attorney’s fee,
predjudgment interest, or the cost of legal action to the other party unless so ordered by the Court. Further, nothing in
this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

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

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

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

17. Authority to Contract: OptumInsight warrants that it is a validly organized business with valid
authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or
prohibited by any loan, security, financing, contractual, or other agreement of any kind, and notwithstanding any
other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal
proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this
Agreement.

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

19. Compliance With Laws: Customer is an equal opportunity employer. Customer does business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act, as amended. During the performance of this Agreement with Customer, OptumInsight agrees to be bound by provisions of Civil Rights Act of 1964 as amended and the Rehabilitation Act of 1973 as amended and the Veterans Readjustment Act of 1972 as amended. Further, as part of Customer’s overall Compliance Program, OptumInsight shall establish procedures and insure adherence for its employees to all applicable state and federal statutes including but not limited to, the Stark I, 42 USC §411, and Stark II, 42 USC §1395, bans on self referrals, the False Claims Act, 31 USC §3729, anti-kickback statutes, 42 USC §415, HIPAA, the Medicare carrier manual, Medicare and Medicaid statutes and regulations, and the Balanced Budget Act.

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

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

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

23. Compliance with Enterprise Security Policy: The parties understand and agree that all Services provided by OptumInsight under this Agreement must be and remain in compliance with the State of Mississippi’s Enterprise Security Policy reviewed and agreed upon by OptumInsight. The parties understand and agree that the State’s Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The parties understand and agree that Customer is responsible for maintaining compliance with the State of Mississippi’s Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Agreement and require OptumInsight to comply with same. If OptumInsight is unable or unwilling to comply with the new policy, the parties agree to enter into discussions in an attempt to reach an amicable resolution. In the event a mutual agreement is not reached, both OptumInsight and Customer shall be released from their obligations under this Agreement.

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

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25. **Change Order Rate and Procedure:**

25.1 It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by OptumInsight except by mutual agreement of the parties.

25.2 OptumInsight shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor OptumInsight shall be obligated to execute such a change order; and if no such change order is executed, OptumInsight shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

25.3 With respect to any change orders issued in accordance with this Article, OptumInsight shall be compensated for work performed under a change order according to the hourly change order rate specified in its proposal or as otherwise mutually agreed upon by the parties. If there is a service that is not defined in the change order rate, OptumInsight and the State will negotiate the rate. OptumInsight agrees that this change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by OptumInsight in the performance of the change order. OptumInsight shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement.

25.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by OptumInsight to complete the work required by that change order. The project work plan will be revised as necessary.

25.5 OptumInsight will include in the progress reports delivered under this Agreement, the status of work performed under all then current change orders.

25.6 In the event OptumInsight and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, OptumInsight shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

25.7 The Customer shall promptly review all revised project work plans submitted under this Agreement, and shall notify OptumInsight of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from OptumInsight. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.
EXHIBIT 2

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

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

By: [Signature]

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 5/31/12

OptumInsight, Inc.

By: [Signature]

Printed Name: [Signature]
Title: [Title]
Date: 5/28/12
EXHIBIT A

NETWERKES CLEARINGHOUSE SERVICES
PRODUCT SCHEDULE

OptumInsight and Customer have entered into this Product Schedule as of the Effective Date. This Schedule is incorporated into and made a part of the attached Agreement between OptumInsight and Customer ("End User"). The obligations under this Schedule may be performed by OptumInsight’s wholly owned subsidiary Netwerkes, LLC and any references to "OptumInsight" in this Schedule shall include Netwerkes, LLC. The parties agree as follows.

Capitalized Terms: Capitalized terms used in this Schedule and not otherwise defined herein shall have the meanings set forth in the attached Agreement, which definitions are incorporated herein by reference.

I. Electronic Claim Submission Systems. OptumInsight will provide to Customer the services of an electronic system (the "System") that enables health care professionals to submit insurance transactions electronically (the "Services", which are included in the definition of "Services" in the Agreement).

A. Services. The Services enable the exchange of the following healthcare transactions (the "Transactions"): HIPAA transaction code sets for electronic claims (837p, 837i and 837d); eligibility (270 and 271); electronic claim tracking and status (276 and 277); electronic remittance advice (835); referrals and authorizations (278), and all appropriate 997 acknowledgements. The Services will capture and forward health care claims electronically to insurance payers by use of telephone lines or the Internet.

B. Specifications for the Services. OptumInsight will submit the claims within three (3) business days and in a format acceptable to the insurance payer. OptumInsight shall not be responsible for the accuracy of data received from Customer or any data forwarded to the insurance payer. It is not the responsibility of OptumInsight to check the accuracy of any claims submitted or to settle any disputes concerning claims submitted.

C. Telephone Support. OptumInsight will provide general support during normal business hours from 7:00 AM to 4:00 PM Central Time, Monday through Friday. OptumInsight’s response time to Customer calls will vary, depending on the nature of the call. Notwithstanding the preceding, OptumInsight will use its best efforts to respond to Customer within four (4) hours during normal business hours when the support issue pertains to Customer’s inability to submit claims.

II. Customer Responsibilities.

A. Use of Services. Customer will use the Services only for legitimate, legal Transactions, and only as permitted in this Schedule and in the Documentation OptumInsight delivers to Customer. Customer shall use the Services for Customer’s use only, to transmit and receive information on behalf of Customer only. Customer is not authorized to sublicense, loan, or otherwise distribute the System to anyone without the prior written consent of OptumInsight.

B. Customer’s Role. Customer will obtain and maintain its own connection to the Internet and the capabilities of an Internet browser. Customer agrees to execute the applicable OptumInsight enrollment forms on the Netwerkes web site or provided during the implementation process. Customer shall not make any representations or warranties to any other person or entity with respect to OptumInsight’ Services, which are inconsistent with the representations or warranties provided by OptumInsight hereunder.

C. Accuracy. Customer shall have the sole obligation for the accuracy of the claims and any other information submitted to OptumInsight. Customer solely will be responsible for the consequences of the submission of such claims to the insurance payer.

III. Fees and Payment. Customer shall pay OptumInsight the amounts set forth in Exhibit D.

IV. Term and Termination.
A. **Term.** This Schedule is effective as of the Effective Date, and continues for five (5) years from the Effective Date, unless earlier terminated pursuant to this Schedule or pursuant to the Agreement.

B. **Early Termination.** Customer may terminate this Schedule without penalty upon thirty (30) days prior written notice in the event OptumInsight cannot accept the industry standards required claim format and coding format as deemed by CMS for the Software and Data Products, by the time they become required for reimbursement.

C. **Return of Data Upon Termination.** Upon expiration or earlier termination of this Schedule, OptumInsight agrees that Customer may elect to have OptumInsight migrate any collected data in their possession relating to this Schedule to a Customer computer at no cost to Customer, or for OptumInsight to provide the data to Customer in another form which is acceptable to Customer at no cost to Customer.

V. **Modifications to Agreement.** The parties agree that for the purpose of this Schedule only, Section 23 of the attached Master Services and License Agreement shall not apply.
EXHIBIT B
CLAIMSMANAGER FACILITY SERVICES AND
CUSTOM DATA FOR USE WITH EPIC SYSTEMS
PRODUCT SCHEDULE

OptumInsight and Customer have entered into this Product Schedule as of the Effective Date. This Schedule is incorporated into and made a part of the attached Agreement between OptumInsight and Customer ("End User"). The obligations under this Schedule may be performed by OptumInsight's wholly owned subsidiaries Netwerkes, Inc. or Electronic Network Systems, Inc. (ENS) and any references to "OptumInsight" in this Schedule shall include Netwerkes, Inc. and Electronic Network Systems, Inc. The parties agree as follows.

Capitalized Terms: Capitalized terms used in this Schedule and not otherwise defined herein shall have the meanings set forth in the attached Agreement, which definitions are incorporated herein by reference.

I. ClaimsManager Facility Services.

A. Definition of Services. OptumInsight shall provide the following services to Customer (which are included in the definition of "Services" in the Agreement):

☑ ClaimsManager Facility Module, as defined on Exhibit B-1. The ClaimsManager Facility software as a Service ("SaaS Services") facilitates analysis of claim coding and editing by identifying relationships among different facility medical coding systems and providing multiple edits to evaluate facility medical claims for appropriate coding relationships. The SaaS Services include access to CPT codes, ICD-9 codes, the HSS KnowledgeBase, the National Correct Coding Initiative ("NCCI"), the OCE (Outpatient Code Editor), NCD/LCD Part A (National/Local Coverage Decision) and the MCE (Medicare Code Editor) (all of which shall be deemed to be "Data" under the Agreement). The SaaS Services subscription includes a sublicense to use the CPT™ codes and the NCCI Data embedded in the SaaS Services, but only to the extent they are used with the SaaS Services.

☑ Local Coverage Decision ("LCD") Data License. A license to use the LCD table(s) specified below (which shall be deemed to be "Data" under the Agreement) is included in the SaaS Services. The LCD Data tables include selected published Medicare policies specific to a Medicare contractor and will be provided to Customer electronically as and when updates are made to relevant local policy.

LCD MEDICARE PART A TABLE
Number of Carriers: one (1)
List the required Carriers: Pinnacle Business Solutions, Inc. for the State of Mississippi

Customer acknowledges that the LCD table(s) is/are a tool that Customer may use solely in conjunction with the SaaS Services for purposes of editing claims based on local policy. Customer will use the LCD table(s) only in connection with the processing of Customer's own data for Customer's own customary business purposes and operations. Customer shall not use the LCD table(s) for the purpose of processing the data of or performing any services for any third party. Customer may not modify the LCD table(s) or create any derivative works based on the LCD table(s). Customer may not use the LCD table(s) to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer may not use the LCD table(s) as a substitute for
Customer's own judgment in setting and determining Customer's fee schedules and reimbursement levels.

☐ Epic Custom Data License. A license to Customer the databases marked below (all of which are deemed to be "Data" under the Agreement). Customer represents and warrants that Customer has a license to use CPT codes in connection with the Epic Systems applications.

**OPTUMINSIGHT CUSTOM LCD FILE(S) FOR USE WITH EPIC SYSTEMS CORPORATION'S APPLICATION SYSTEMS**

Name of Carrier(s) and/or Fiscal Intermediaries (FIs):
- Pinnacle Business Solutions for the State of Mississippi

**OPTUMINSIGHT CUSTOM CORRECT CODING INITIATIVE FILES (FOR PHYSICIAN AND OUTPATIENT CODE EDITOR) (CCI/OCE)**

B. Use of ClaimsManager Services. Customer may use the Services only in connection with processing Customer's own data for Customer's own customary business purposes and operations. Customer shall not use the SaaS Services for the purpose of processing the data of or performing any services for any third party. The SaaS Services may not be used to perform medical diagnostic functions, set treatment procedures, or substitute for the medical judgment of a physician or qualified health care provider.

C. Use of Epic Custom Data License. Customer's right to use the Data is limited to the uses stated in this Schedule. Customer may use the Data only in conjunction with Epic Systems Corporation's software application systems for edit checking and ABN processing with Medicare and commercial payers (the "Epic Systems"). Customer may grant access to the Data to others only to the same extent that the Customer has the right to grant access to the Epic Systems software, with which Customer is using the Data, under the Customer's license agreement with Epic Systems Corporation.

D. Epic Custom Data Limitations on Use. Customer may not modify the Data or create any derivative works based on the Data. Customer may not use the Data to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer may not use the Data as a substitute for Customer's own judgment in making any treatment, reimbursement, payment, diagnostic or other decisions. Customer shall not disclose any of the Data outside Customer's entity, except as expressly permitted under this Schedule.

E. ClaimsManager Informational Tools. The Services are provided to Customer for informational purposes only. Customer acknowledges that the Services are tools that Customer may use in various ways in its business. Customer's interpretation of the SaaS Services and Customer's use of the Services to make business decisions, are solely and exclusively at the discretion of Customer. Customer shall not represent the Services in any way other than as expressed in this Schedule.

F. Epic Data Informational Tool. The Data is provided to Customer for informational purposes only. Customer acknowledges that the Data is a tool that Customer may use in various ways in its business. OptumInsight disclaims any endorsement, approval or recommendation of particular uses of the Data either in general or with respect to Customer's operations. Any reliance upon, interpretation of and/or use of the Data by Customer is solely and exclusively at the discretion of Customer. Customer shall not represent the Data in any way other than as expressed in this Schedule.

II. Fees and Payment. Customer shall pay OptumInsight the amounts set forth in Exhibit D.
III. Epic Custom Data Delivery and Support

A. Delivery and Updates. Upon execution of the Agreement, OptumInsight shall deliver the Data and associated documentation to Customer electronically. After the initial delivery of the Data, the Data will be updated on a monthly basis (except for the Custom CCI/OCE Data, which is updated quarterly).

B. Telephone Support - Technical. Customer is entitled to OptumInsight’s standard technical telephone support for the Data, at no additional charge, during OptumInsight’s normal business/support hours. Technical telephone support consists primarily of answers to questions regarding installation, setup, Data structure, design, and update. This service may not be used for training purposes. Customer may obtain training from OptumInsight at OptumInsight’s then current charges.

IV. Change Order Process. Each party acknowledges that changes in the scope of any Professional Services under this Schedule may occur, and that the price and/or milestone dates may be impacted. All requests to change project scope will use the following procedure. Either OptumInsight or Customer may initiate a change of scope request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule will be documented by OptumInsight on the change of scope request form. The “Date Reply Due” on the change of scope request form will contain the date Customer must respond to avoid uncontrolled impacts on the project plan. If the change of scope is approved by both parties, OptumInsight will revise the project plan and budget as needed and schedule the work to commence according to the revised project plan. The Customer’s signature on the change of scope request form will confirm formal approval of the request. OptumInsight will not commence work on the change request without approval.

V. Term and Termination.

A. Term. This Schedule is effective as of the Effective Date, and continues for five (5) years from the Effective Date, unless earlier terminated pursuant to this Schedule or pursuant to the Agreement.

B. Early Termination. Customer may terminate this Schedule without penalty upon thirty (30) days prior written notice in the event OptumInsight cannot accept the industry standards required claim format and coding format as deemed by CMS for the Software and Data Products, by the time they become required for reimbursement.

C. Return of Data Upon Termination. Upon expiration or earlier termination of this Schedule, OptumInsight agrees that Customer may elect to have OptumInsight migrate any collected data in their possession relating to this Schedule to a Customer computer at no cost to Customer, or for OptumInsight to provide the data to Customer in another form which is acceptable to Customer at no cost to Customer.

VI. Modifications to Agreement. The parties agree that for the purpose of this Schedule only, Section 2.3 of the Master Services and License Agreement shall not apply.
EXHIBIT B-1
CLAIMS MANAGER SaaS TERMS

1. Access.

1.1 Secure Access. OptumInsight will establish access for Customer, via an agreed upon secure method, to the SaaS Services, including Customer’s claim and patient updates, provider updates, and payment posting file updates (in the standard format provided by OptumInsight). For information that Customer submits through the SaaS Services prior to 6:00 p.m. Central Time on a business day, OptumInsight agrees to process the files and make them available via HTTPS prior to 6:00 a.m. Central Time the following business day. Customer shall implement and use appropriate administrative, physical and technical safeguards to prevent inappropriate use or disclosure of PHI in the course of using the SaaS Services.

1.2 Availability. OptumInsight will use its best efforts to provide access to the SaaS Services twenty-four (24) hours a day, seven (7) days a week, excluding scheduled maintenance periods, and will continuously and proactively monitor the SaaS Services and its related environment. The SaaS Services will be available ninety-seven and one-half percent (97.5%) of the total available time, as measured monthly, during any given month, excluding the scheduled maintenance periods.

2. Implementation and Training Services. OptumInsight shall provide Customer implementation and training services defined in the Implementation Scope of Services (the “ISOS”) and attached to this Schedule as Exhibit B-2. The ISOS will identify roles and responsibilities, project scope, deliverables, schedule, and assumptions, for the Services. Material changes, as determined by OptumInsight or Customer, in project scope, schedule or timeline, will require a Change Request Form and may result in a new or revised ISOS and associated fees.

3. Support Services. Implementation Professional Services will be finished and support services will begin upon the earlier of completion of the tasks in the ISOS or Customer’s first production use of the SaaS Services.

3.1 Customer Support Services. OptumInsight shall provide to Customer:

a. Help Desk. General support is provided during OptumInsight’s normal business hours from 8:00 AM to 6:00 PM Central Time, Monday through Friday. OptumInsight’s Customer Service Department will provide to Customer emergency access to OptumInsight’s technical personnel twenty-four (24) hours a day, seven (7) days a week. OptumInsight’s response time to Customer calls will vary, depending on the nature of the call. Notwithstanding the preceding, OptumInsight will use its best efforts to respond to Customer within four (4) hours during normal business hours when the support issue pertains to Customer’s inability to submit claims.

b. Product Incidents. Customer may report incidents it is experiencing with the SaaS Services during normal business hours and, for any matter that Customer feels is an emergency situation, twenty-four (24) hours a day, seven (7) days a week. A product incident will be given a severity level (“Severity Level”) by OptumInsight at the time an incident is reported. The parties must mutually agree on whether a product incident is classified as a Severity Level I, II, or III error. The OptumInsight staff will make every effort to meet the following turn around time on product incidents:

i. Severity Level I - Prevents Customer from utilizing the SaaS Services in any significant way, and there is no workaround solution. It is OptumInsight’s goal to resolve such an incident or reduce it to Severity Level II within 24 hours from the time it was reported.
ii. Severity Level II - Prevents Customer from using the SaaS Services appropriately although a temporary workaround solution has been found, or any incident that significantly increases the level of effort required to use the SaaS Services. It is OptumInsight’s goal to resolve such an incident or reduce it to Severity Level III within two (2) business days or within a mutually agreed upon timeframe.

iii. Severity Level III - Any product incident that does not impact the ability or level of effort required to process bills, or any incompatibility discovered with another SaaS Services product that must be used in the same environment as OptumInsight’s product(s). A Severity Level III incident will be included on OptumInsight’s issues log (“Issues Log”) as pending until it is scheduled to be included in a routine SaaS Services release. Once OptumInsight has determined the release or update that will include the solution, this information will be recorded on the Issues Log. The Issues Log is a list of Customer’s calls that are currently outstanding. Customer may arrange for conference calls with OptumInsight’s Client Services and R&D staff in order to discuss items on the Issues Log.

c. Request for Information. Requests for information regarding the SaaS Services, the CES Database or clinical questions and interpretation of regulatory guidelines can be made during OptumInsight’s normal business hours. Such information requests can typically be answered the same day that the call is received, unless further research is required.

d. Request for Services. OptumInsight provides many services at an additional charge, including product training, on-site assistance in product installation, and claims coding support. Customer may schedule these services during OptumInsight’s normal business hours. OptumInsight will make every attempt to provide the service for the time period requested by Customer. Additional technical, training, and clinical service offerings may be purchased by Customer at OptumInsight’s then-current rates. Each service offering will be identified as an addendum to this Schedule.

3.2 Excluded Services. Notwithstanding anything in the Agreement or this Schedule to the contrary, the following services are not provided hereunder and, if desired, must be contracted for on a time and materials basis: (a) training other than that included in the initial ISOS, (b) assistance or support for the SaaS Services if it is modified by any party other than OptumInsight; (c) assistance or support for any custom services, (d) any services required as a result of negligence or the willful misuse of the SaaS Services by Customer, (e) support services associated with the implementation of a new Release outside of normal OptumInsight business hours, and (f) creation of customized rules.

4. OptumInsight shall be responsible for the following:
A. All content provided by the Customer and collected by the Software shall remain the sole and exclusive property of the Customer. Upon the termination or expiration of the Agreement, OptumInsight shall, at OptumInsight’s then current fees, provide such content in its possession to the Customer pursuant to a mutually agreed upon release schedule and mutually agreed data format.
B. Working with Customer to achieve access rates that meet Customer’s needs;
C. Providing security for the site that is agreeable to Customer with OptumInsight responsible for all necessary equipment and software related to security;
D. Completing daily backups of the site;
E. Notifying Customer at least seven (7) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption. When necessary, emergency maintenance may require the interruption of service with less than seven (7) business days notice;
F. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at OptumInsight’s expense;
G. Participating with Customer in Customer’s disaster recovery planning and testing based on a mutually agreed upon schedule;
H. Maintaining the confidentiality of the data entered;
I. Providing redundant internet connections;
J. Providing Dual T1 or greater connectivity;
K. Providing FTP and remote configuration access;
L. Providing SSL secure server support;
M. Making available to Customer monthly reports containing line utilization, site availability statistics, network usage, security user access reports and system performance data to Customer, as needed to measure performance under Section 1.2 above, and other mutually agreed reports;
N. Maintaining sufficient bandwidth and server capacity to meet Customer's demand as it may fluctuate and increase during the term of this Agreement, and
O. Ensuring that upon termination or expiration of this Agreement that transition of the site from OptumInsight to Customer or to a successor host will be accomplished at Customer's expense.
## SCOPE

<table>
<thead>
<tr>
<th>In Scope</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct 1 day, onsite project kickoff along with ClaimsManager product demo</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>ClaimsManager configuration requirements defined as follows:</td>
<td>Customer</td>
</tr>
<tr>
<td>- Enterprise – Multiple</td>
<td></td>
</tr>
<tr>
<td>- Rule sets – could be more than existing Commercial and Medicare rulesets</td>
<td></td>
</tr>
<tr>
<td>- System Flags – Customized based on Customer’s business needs</td>
<td>Customer</td>
</tr>
<tr>
<td>- Custom Rules – Moderate to heavy, 15 or more</td>
<td>Customer</td>
</tr>
<tr>
<td>- User setup – unlimited resources</td>
<td>Customer</td>
</tr>
<tr>
<td>ClaimsManager interface requirements</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>- Network interface with ClaimsManager SaaS environment</td>
<td></td>
</tr>
<tr>
<td>Installation of the ClaimsManager software</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Deliver 2 days of onsite general product training and 3 days of onsite rules creation training</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Configuration of the ClaimsManager software per defined requirements in preparation for testing</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>OptumInsight to assist Customer with ClaimsManager configurations for up to 50 hours</td>
<td>Customer</td>
</tr>
<tr>
<td>Up to 3 cycles of acceptance testing of product functionality and integration to insure accuracy</td>
<td>Customer</td>
</tr>
<tr>
<td>Deployment in production of the ClaimsManager software within 18 weeks of project start date</td>
<td>Customer</td>
</tr>
<tr>
<td>Transition to OptumInsight support 3–4 weeks after ClaimsManager software is deployed in production</td>
<td>Customer / OptumInsight</td>
</tr>
</tbody>
</table>

## ROLES & RESPONSIBILITIES

### Customer

<table>
<thead>
<tr>
<th>Role</th>
<th>Key Responsibilities</th>
</tr>
</thead>
</table>
| Executive Sponsor / Business Owner | • Reviewing project status frequently and monitoring progress  
|                                 | • Provides high level direction and issue resolution to the project team (the executive sponsor is the escalation point for the project managers)  
|                                 | • Approves project change requests                                                   |
| Project Manager                | • Drives successful and timely completion of Customer’s project commitments            
|                                 | • Participates in definition of product specifications and project scope              
<p>|                                 | • Primary contact for Customer’s project team                                         |</p>
<table>
<thead>
<tr>
<th>Role</th>
<th>Key Responsibilities</th>
</tr>
</thead>
</table>
| Claims Processing / Reimbursement Policy Subject Matter Expert(s) | - Identify claims processing requirements based on knowledge of current claims submission process  
- Knowledge of coding guidelines  
- Identify reimbursement policy requirements  
- Review of test results for accuracy and acceptance |
| Technical Resources                      | - Installing, testing, and maintaining the interface between the host system and ClaimsManager.  
- Converting host practice management system claims data to required formats for loading into ClaimsManager, if necessary |
| Quality Assurance Resources               | - Creating the test plan, claim scenarios or test cases in the host system that will be used to conduct round-trip testing between the host system and Transaction Manager  
- Executing all claim scenarios or test cases  
- Validating that the integrated system conforms to requirements and is ready for productive use |

**OptumInsight**

<table>
<thead>
<tr>
<th>Role</th>
<th>Key Responsibilities</th>
</tr>
</thead>
</table>
| Executive Sponsor/Business Owner    | - Manages the Customer relationship at the senior management levels  
- Is the escalation point for Customer and the OptumInsight Project Managers  
- Has signoff authority on project change requests |
| Project Manager                     | - Leads OptumInsight project team and drives successful and timely completion of OptumInsight’s project commitments  
- Participates in definition of product specifications and project scope  
- Primary contact for OptumInsight’s project team  
- Preparation and follow up from weekly status meetings (agendas, project plan revisions, issues log, weekly status reports) |
| Product Consultant                  | - Detailed knowledge regarding ClaimsManager editing capabilities and functionality  
- Assists with the completion of the Configuration Workbook and Custom Rule requirements  
- Creates Configuration Design Process Flows  
- Assists with troubleshooting ClaimsManager editing results from testing cycles |
| Trainer                             | - Provides the onsite general application and custom rules creation training sessions |
| Technical Consultant                | - Setup hardware environments and installation of the ClaimsManager application and technical configuration  
- Assists issue resolution as part of testing |

**Deliverables**

Listed below are the deliverables and primary owners for these services:
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Phase</th>
<th>Acceptance Criteria</th>
<th>Primary Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kickoff Meeting</td>
<td>Scope</td>
<td>Kick off project, product demo, review of ISOS and project plan</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Communications Plan</td>
<td>Scope</td>
<td>Provides contact information of team members and the plan for communication process</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Project Plan</td>
<td>Scope</td>
<td>Identifies the specific tasks, phases, milestones and due dates required to produce the deliverables according to a realistic schedule</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Setup Remote Connectivity</td>
<td>Design</td>
<td>OptumInsight resources are able to connect to environments remotely</td>
<td>Customer</td>
</tr>
<tr>
<td>Interface Specification</td>
<td>Design</td>
<td>Review documentation regarding how claims data and edit results will be sent to and from ClaimsManager</td>
<td>Interface Vendor / OptumInsight</td>
</tr>
<tr>
<td>Information</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configuration Workbook</td>
<td>Design</td>
<td>Initial configuration requirements defined</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Completed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access to the OptumInsight</td>
<td>Design</td>
<td>Access to OptumInsight website for Knowledge Base updates, release information.</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Website</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hardware Procured and</td>
<td>Build</td>
<td>Hardware procured based upon OptumInsight recommendations and available for ClaimsManager installation</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Available for</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ClaimsManager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environments Created</td>
<td>Build</td>
<td>Host systems installed and available for ClaimsManager application</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>ClaimsManager Installed</td>
<td>Build</td>
<td>Installed and a validation test is performed to ensure the install was successful</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Application Configuration</td>
<td>Build</td>
<td>ClaimsManager application is fully configured. OptumInsight has 50 hours to assist Customer with this task</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Completed for Testing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General ClaimsManager</td>
<td>Train</td>
<td>2 days of general ClaimsManager training are delivered onsite</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom Rules Creation</td>
<td>Train</td>
<td>3 days of custom rules training are delivered onsite</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Test Plan</td>
<td>Test</td>
<td>A test plan that identifies the phases, participants, objectives, methods, and owners for all testing scenarios</td>
<td>Customer</td>
</tr>
<tr>
<td>System Testing</td>
<td>Test</td>
<td>Up to 3 cycles of testing are completed for ClaimsManager functionality and integration.</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Promotion to Productive Use</td>
<td>Deploy</td>
<td>The tested system is successfully deployed into production approximately 18 weeks after project start date</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Support Overview</td>
<td>Deploy</td>
<td>Review support processes (clinical &amp; technical), engagement model, issue escalation criteria</td>
<td>OptumInsight</td>
</tr>
</tbody>
</table>
Transition to Support Project Plan

<table>
<thead>
<tr>
<th>Phase</th>
<th>Approx Timeline</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Plan Maintenance</td>
<td></td>
<td>All activities on the Transition to Support checklist are completed and a transition call with OptumInsight support is held.</td>
</tr>
<tr>
<td>Issues Log</td>
<td></td>
<td>Updates project plan as necessary throughout the implementation process.</td>
</tr>
<tr>
<td>Weekly and Monthly Status</td>
<td></td>
<td>Captures all issues, priority, and resolutions for the project and is reviewed and updated on a weekly basis.</td>
</tr>
<tr>
<td>Report</td>
<td></td>
<td>Specifies project health, tasks, and risks.</td>
</tr>
</tbody>
</table>

**Implementation Phases**

The project phases, approximate timeframe and their descriptions are outlined in the following table.

- **Phase 1 - Scope**
  - 3 to 4 weeks
  - Customer signs contract
  - Implementation resources assigned
  - Conduct Sales Transition call with client
  - 1 day onsite kickoff meeting
  - Complete Communication Plan
  - Schedule Weekly calls
  - Approval of Project Plan

- **Phase 2 - Design**
  - 3 to 4 weeks
  - Validate software environment
  - Establish remote connectivity
  - Review ClaimsManager configuration
  - Review of Interface documentation

- **Phase 3 - Build**
  - 4 to 5 weeks
  - Hardware available
  - Install and unit test ClaimsManager application
  - Install and unit test interface
  - Complete ClaimsManager configuration in preparation for testing
  - Load Optional files

- **Phase 4 - Testing**
  - 5 to 6 weeks
  - Create test plan
  - Execute multiple test cycles

- **Phase 5 - Training**
  - 1 week
  - General Application training
  - Rules Creation training

- **Phase 6 - Deployment**
  - 3 to 4 weeks
  - Move into productive use of the product
  - Monitor production activities
  - Transition to Support

**Assumptions**

The following assumptions and constraints have been identified and agreed to by both OptumInsight and Customer. If any of these assumptions prove to be incorrect or no longer accurate and result in more resources being required of OptumInsight, the parties will agree on appropriate changes to this ISOS and potential resulting fees.
### Assumptions

<table>
<thead>
<tr>
<th>Statement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard ClaimsManager implementation support provided by OptumInsight does not include additional facilities or systems not defined in the Product Schedule, interface programming, working on other OptumInsight product offerings, or software modifications to the ClaimsManager application. These services may be available as additional service offerings.</td>
<td>Major upgrades to the host practice management system will not be occurring concurrent with the implementation of ClaimsManager.</td>
</tr>
<tr>
<td>Customer will be responsible for ensuring that practice management system data is correct. Any cleansing or reformatting of such data shall be the responsibility of the Customer.</td>
<td>Customer will be responsible for the initial customization during training and the ongoing maintenance and customization of ClaimsManager post training.</td>
</tr>
<tr>
<td>When providing onsite implementation and training services, Customer will be responsible for coordinating the facilities.</td>
<td>Configuration of ClaimsManager to prepare for testing will be performed jointly by Customer and OptumInsight. OptumInsight will provide up to 50 hours of configuration services to assist with this activity. Once 50 hours have been exhausted, Customer may contract for an additional block of hours under the Change Order process or take over all remaining configuration activities to complete the implementation project.</td>
</tr>
<tr>
<td>Customer will reimburse OptumInsight team members for travel and out-of-pocket expenses to support onsite services.</td>
<td>Customer training participants will have the basic computer skills required to effectively operate a personal computer.</td>
</tr>
<tr>
<td>Customer will be responsible for the initial customization during training and the ongoing maintenance and customization of ClaimsManager post training.</td>
<td>Training participants will have an appropriate knowledge of CPT™ and ICD coding, or coding and reimbursement.</td>
</tr>
<tr>
<td>Business processes may need to change to receive the full ROI potential. Customer assumes full responsibility for implementing those changes.</td>
<td>Sufficient access to Customer resources as necessary to accomplish major milestones during the implementation of ClaimsManager.</td>
</tr>
<tr>
<td>Customer has deliverables that are dependencies for OptumInsight resources to meet their timelines and deliverables. Delays or issues with these deliverables may have an impact on the fees included in this Schedule.</td>
<td>Project timeline will be approximately 18 weeks from project start date.</td>
</tr>
</tbody>
</table>

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EXHIBIT 2

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Page 27 of 35
OptumInsight-UMMC-39789-1150&1151-May2012-Master Services & License Agreement
EXHIBIT C
BUSINESS ASSOCIATE ADDENDUM

This OptumInsight Business Associate Addendum ("BAA") is incorporated into and made part of the attached Agreement by and between OptumInsight and Customer. The parties agree as follows:

1. DEFINITIONS

1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined in this BAA or in the Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and the American Recovery and Reinvestment Act of 2009 ("ARRA") (as defined below), as each is amended from time to time. Capitalized terms used in this BAA that are not otherwise defined in this BAA and that are defined in the Agreement shall have the respective meanings assigned to them in the Agreement. To the extent a term is defined both in the Agreement and in this BAA, HIPAA or ARRA, the definition in this BAA, HIPAA or ARRA shall govern.

1.2 "ARRA" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954. Any and all references in this BAA to sections of ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.

1.3 "Breach" shall mean the acquisition, access, use or disclosure of protected health information ("PHI") in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

1.4 "Compliance Date" shall mean, in each case, the date by which compliance is required under the referenced provision of ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the effective date of this BAA, the Compliance Date shall mean that effective date of this BAA.

1.5 "ePHI" shall mean PHI that is transmitted or maintained in electronic media.

1.6 "Services", as used in this BAA only, shall mean the services provided by OptumInsight to Customer under the Agreement, to the extent and only to the extent they involve the creation, use or disclosure of PHI, including those Services set forth in this BAA in Sections 4.3 through 4.7, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE. With regard to its use and/or disclosure of PHI, OptumInsight agrees to:

2.1 use and/or disclose PHI only as necessary to provide the Services, as permitted or required by this BAA, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), or as otherwise Required by Law.

2.2 implement and use appropriate administrative, physical and technical safeguards to (a) prevent use or disclosure of PHI other than as permitted or required by this BAA; (b) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that OptumInsight creates, receives, maintains, or transmits on behalf of Customer; and (c) as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308 [administrative safeguards], 164.310 [physical safeguards], 164.312 [technical safeguards], and 164.316 [policies and procedures].
2.3 **without unreasonable delay and within five (5) business days, report to Customer (a) any use or disclosure of PHI not provided for by this BAA of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(i)(C); and/or (b) any Security Incident of which OptumInsight becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C).**

2.4 **with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by OptumInsight's failure to comply with one or more of its obligations under this BAA, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, OptumInsight shall provide Customer with written notification that includes a description of the Breach, a list of Individuals (unless Customer is a plan sponsor ineligible to receive PHI and a copy of the template notification letter to be sent to Individuals (if applicable). OptumInsight will work with UMMC legal counsel and UMMC office of Compliance to determine when such an incident is a Breach and for providing all legally required notification to Individuals, HHS and/or the media, on behalf of Customer. Notifications shall be provided in accordance with the data breach notification requirements set forth in 12 U.S.C. 17932 and 45 C.F.R. Parts 160 and 164 subparts A, D and E as of their respective Compliance Dates. OptumInsight shall pay for the reasonable and actual costs associated with such notifications.**

2.5 **require all of its subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to OptumInsight; including but not limited to the extent that OptumInsight provides ePHI to a subcontractor or agent, it shall require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this BAA, and OptumInsight shall identify all such agents and subcontractors to Customer.**

2.6 **make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Customer's compliance with the Privacy Rule.**

2.7 **Make available the information required to provide an accounting of disclosure in accordance with 45 C.F.R. §164.528. Such an accounting shall provide: (i) the date of each disclosure; (ii) the name and address of the organization or person to whom the Protected Health Information was disclosed; (iii) a brief description of the information disclosed; and (iv) disclosures, other than those made at the request of the Individual, the purpose for which the information was disclosed or a copy of the request or authorization for disclosure. OptumInsight will provide the above accounting to Customer as promptly as possible, but in any event no later than thirty (30) days after Customer's request therefore.**

2.8 **notwithstanding Section 2.7, in the event that OptumInsight uses or maintains an Electronic Health Record of PHI of or about an Individual in connection with the Services, then OptumInsight shall when and as directed by Customer make an accounting of disclosures of PHI directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. 17935(e), as of its Compliance Date.**

2.9 **provide access to Customer, within thirty (30) days after receiving a written request from Customer, to PHI in a Designated Record Set about an Individual, sufficient to allow Customer to provide access to such Individual to his or her PHI, in compliance with the requirements of 45 C.F.R. § 164.524.**

2.10 **notwithstanding Section 2.9, in the event that OptumInsight uses or maintains an Electronic Health Record of PHI of or about an Individual in connection with the Services, then OptumInsight shall provide to Customer an electronic copy of the PHI within thirty (30) days, sufficient to allow Customer to comply with 42 U.S.C. § 17935(e) as of its Compliance Date.
2.11 to the extent that the PHI in OptumInsight’s possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Customer, PHI for amendment and incorporate any amendments to the PHI as directed by Customer, all in accordance with 45 C.F.R. § 164.526.

2.12 request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided, that OptumInsight shall comply with 42 U.S.C. § 17935(b) as of its Compliance Date.

2.13 not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d) as of its Compliance Date.

2.14 not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.

2.15 not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

3. RESPONSIBILITIES OF COVERED ENTITY. In addition to any other obligations set forth in the Agreement, including in this BAA, Customer:

3.1 shall identify which of the records it furnishes to OptumInsight it considers to be PHI for purposes of this BAA.

3.2 shall provide to OptumInsight only the minimum PHI necessary to accomplish the Services.

3.3 in the event that the Customer honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Customer in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Customer agrees not to provide OptumInsight any PHI that is subject to any of those restrictions or limitations to the extent any may limit OptumInsight’s ability to use and/or disclose PHI as permitted or required under this BAA unless Customer notifies OptumInsight of the restriction or limitation and OptumInsight agrees in writing to honor the restriction or limitation. In addition, should such limitations or revisions materially increase OptumInsight’s cost of providing services under the Agreement, including this BAA, Customer shall reimburse OptumInsight for such increase in cost.

3.4 shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to OptumInsight pursuant to the Agreement, including this BAA, in accordance with the standards and requirements of HIPAA, until such PHI is received by OptumInsight.

3.5 shall obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior to furnishing OptumInsight the PHI.

4. PERMITTED USES AND DISCLOSURES OF PHI. Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA, OptumInsight may:

4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Customer.

4.2 use and disclose to third parties the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of OptumInsight, provided that any third

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OptumInsight-UMMC-39789-1150&1151-May2012-Master Services & License Agreement
party to which OptumInsight discloses PHI for those purposes provides written assurances in advance that: (a) the information will be held confidentially and used or further disclosed only as Required by Law; (b) the information will be used only for the purpose for which it was disclosed to the third party; and (c) the third party promptly will notify OptumInsight of any instances of which it becomes aware in which the confidentiality of the information has been breached;

4.3 De-identify any and all PHI received or created by OptumInsight under this BAA, which De-identified information shall not be subject to this BAA and may be used and disclosed on OptumInsight's own behalf, all in accordance with the De-identification requirements of the Privacy Rule;

4.4 provide Data Aggregation services relating to the Health Care Operations of Customer in accordance with the Privacy Rule.

4.5 use and disclose the Limited Data Sets ("LDS") solely for Research or Public Health purposes, provided that, OptumInsight shall (a) not use or further disclose the information other than as permitted by this Section 4.5 or as otherwise Required by Law; (b) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Section 4.5; (c) report to Customer any use or disclosure of the information not provided for by this Section 4.5 of which OptumInsight becomes aware; (d) ensure that any agents, including a subcontractor, to whom OptumInsight provides the LDS agrees to the same restrictions and conditions that apply to OptumInsight with respect to such information; and (e) not identify the Individuals or contact the individuals in the LDS.

5. **TERMINATION AND COOPERATION**

5.1 **Termination.** If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BAA, then the non-breaching party shall provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. The breaching party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching party within the specified time frame, or in the event the breach is reasonably incapable of cure, then the non-breaching party may: (a) if feasible, terminate the Agreement, including this BAA; or (b) if feasible, terminate the applicable Schedule(s) or Statement(s) of Work under which OptumInsight is receiving PHI from or on behalf of Customer and which are applicable to the breach or violation; or (c) if termination of the applicable Agreement, Schedule(s) or Statement(s) of Work under which Customer provides PHI to OptumInsight is infeasible, report the issue to HHS.

5.2 **Effect of Termination or Expiration.** Within sixty (60) days after the expiration or termination for any reason of the Agreement and/or this BAA, OptumInsight shall return or destroy all PHI, if feasible to do so, including all PHI in possession of OptumInsight's agents or subcontractors. In the event that OptumInsight determines that return or destruction of the PHI is not feasible, OptumInsight shall notify Customer in writing and may retain the PHI subject to this Section 5.2. Under any circumstances, OptumInsight shall extend any and all protections, limitations and restrictions contained in this BAA to OptumInsight's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 **Cooperation.** Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.
6. **MISCELLANEOUS**

6.1 **Contradictory Terms: Construction of Terms.** Any provision of the Agreement that is directly contradictory to one or more terms of this BAA ("Contradictory Term") shall be superseded by the terms of this BAA to the extent and only to the extent of the contradiction, only for the purpose of Customer's and OptumInsight's compliance with HIPAA and ARRA, and only to the extent reasonably impossible to comply with both the Contradictory Term and the terms of this BAA. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Customer and OptumInsight with HIPAA and ARRA.

6.2 **Survival.** Sections 4.5, 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.

6.3 **No Third Party Beneficiaries.** Nothing in this BAA or the Agreement shall confer any rights, remedies, obligations, or liabilities whatsoever upon any person other than the Parties and their respective successors or assigns, except as expressly named therein.
1. Implementation Fees.

1. Initial Web-based Setup/Training Post Implementation for Netwerkes: Three (3) hours included at no charge available over the course of the first 30 days based on Customer’s ‘go live’ date.

2. Additional hours for Web-based sessions regarding Netwerkes: $125.00/hour, or onsite training at $1,000.00 per day (1 day minimum), plus reasonable travel expenses which have been pre-approved by the Customer in writing.

3. ClaimsManager Implementation and Training Fees. Customer shall pay $43,500 for Services to implement the Software as defined in the Implementation Scope of Services ("ISOS") in Exhibit B-2. OptumInsight shall invoice Customer for the full amount of the implementation, training and optional Services fees upon completion of those Services. If Customer or OptumInsight becomes aware of circumstances that are likely to result in a change in the scope of the project, the Change Request Process described in the Agreement will be initiated promptly. Any services outside of the scope stated in the ISOS will be billed to Customer at OptumInsight’s then current rates.

2. Service Fees.

1. Per Transaction Fee. Customer will pay OptumInsight a fee per electronic transaction for the Transactions. In addition, Customer will pay OptumInsight a fee per electronic transaction for new claims created through an automated process in OptumInsight’s System including, but not limited to, a mock 835 remittance advice for Accelerated Billing, the automated conversion of a UB Primary claim to a HCFA secondary claim, or the automated conversion of a HCFA Primary claim to a UB secondary claim. Customer will be charged such fees according to the fee schedule below, which cover the Netwerkes and the ClaimsManager transaction fees.

<table>
<thead>
<tr>
<th>Year</th>
<th>Per Transaction Fee</th>
<th>Minimum Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$0.300</td>
<td>$10,500.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$0.311</td>
<td>$10,868.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>$0.321</td>
<td>$11,242.00</td>
</tr>
<tr>
<td>Year 4</td>
<td>$0.333</td>
<td>$11,642.00</td>
</tr>
<tr>
<td>Year 5</td>
<td>$0.344</td>
<td>$12,049.00</td>
</tr>
</tbody>
</table>

3. EPIC CUSTOM DATA FEES. Customer shall pay to OptumInsight an annual license fee for the Data for each year of the initial term as set forth in the table below.

<table>
<thead>
<tr>
<th>Database</th>
<th>First Year Annual Fee</th>
<th>Second Year Annual Fee</th>
<th>Third Year Annual Fee</th>
<th>Fourth Year Annual Fee</th>
<th>Fifth Year Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer LCD files for Use with Epic System – Part A</td>
<td>$12,500.00</td>
<td>$12,938.00</td>
<td>$13,391.00</td>
<td>$13,860.00</td>
<td>$14,345.00</td>
</tr>
<tr>
<td>OptumInsight Custom Correct Coding Initiative (for Physician &amp; Outpatient Code Editor) (CCI/OCE)</td>
<td>$4,500.00</td>
<td>$4,658.00</td>
<td>$4,821.00</td>
<td>$4,990.00</td>
<td>$5,165.00</td>
</tr>
</tbody>
</table>

4. Additional Fees:
EXHIBIT 2

a. Referral and Authorizations. Customer will pay a fee of $0.50 per electronic transaction basis for the 278 Referral and Authorization standard transaction under the HIPAA Admin Requirements.

b. Claims:
Mailed Claims: $0.58 per claim (subject to United States Postal Service postage rate increases)

<table>
<thead>
<tr>
<th>Additional pages:</th>
<th>$0.20 per page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: Additional pages include multiple-page claims and the EOB for secondary and Accelerated Billing mailed claims.</td>
<td></td>
</tr>
<tr>
<td>Locally Printed:</td>
<td>$0.25 per claim</td>
</tr>
</tbody>
</table>

c. Patient Statements: Provided upon Customer request. Customer will be charged fees that will be determined by the scope of the patient statement services. OptumInsight and Customer will execute an additional Pricing Schedule to add these services.

d. OCE Edits Fee (Optional): $20.00 per month per Tax ID

e. Reconnection Fee: $50.00

f. Custom Development Fees: $150.00 per hour

g. PROGRAMMING: Application enables Customer to designate ‘Super Users’ who will have the ability to create specific custom edits at no charge. Customer and or ‘Super Users’ can bestow the editing capability on an unlimited user basis. If Customer requests OptumInsight to create new provider specific custom edits or other custom programming beyond OptumInsight’s included industry update edits, additional Development fees as noted above will be charged on the next regularly scheduled monthly invoice after completion of edit request task. Customer will be provided with a not-to-exceed amount of charges in advance of the commencement of development. Should Customer terminate this Schedule prior to the conclusion of the current term, Customer shall pay OptumInsight for any such development as indicated on the Statement of Work, which has been completed by OptumInsight and accepted by Customer prior to the termination date.

5. Invoices. OptumInsight will invoice amounts due from Customer on the first day of the month for the preceding month and Customer shall pay all amounts due within forty-five (45) days from the receipt of invoice. OptumInsight shall submit invoices with the appropriate documentation to Customer monthly for any month in which Services are rendered. The first billing cycle, including monthly minimums, will begin upon the go live date which is determined upon completion of the initial web-based training and the successful processing and facilitation of health information on behalf of the Customer. OptumInsight shall provide Customer with written notification of Customer’s “go live” date.

6. Payments Due. If Customer fails to pay any undisputed invoice within 45 days after Customer’s receipt of the invoice, all work on the applicable Services may cease until payment in full is received, upon OptumInsight’s written notice to Customer. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law. Upon prior reasonable notice to Customer, OptumInsight shall have the right, at its sole expense, to inspect and audit Customer’s records relating to this Agreement, to confirm the calculation of fees due under this Agreement and Customer’s compliance with this Agreement. OptumInsight agrees to hold such records in confidence. Such audits shall occur during Customer’s usual business hours no more often than once per year, and shall be conducted with the least interruption to Customer’s normal business operations as feasible.

7. Fees for Additional Services. Upon request and if mutually agreed, OptumInsight will provide to Customer additional services, at OptumInsight’s then current fees. At the time that such requested additional services are identified, OptumInsight and Customer will mutually agree upon the services under a separate Scope of Services.
8. CUSTOMER BILLING ADDRESS
   504 Clinton Ctr Dr., Suite 4300
   Clinton, MS 39056
PROJECT NUMBER 40163
AMENDMENT # 1 TO
MASTER SERVICES AND LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as “Amendment Number 1”) shall serve to amend the original Master Services and License Agreement executed on May 31, 2012 (hereinafter referred to as “Master Agreement”), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as “OptumInsight”), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as “UMMC”). ITS and Customer are sometimes collectively referred to herein as “State”.

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement:

Customer has a need for the additional software as specified in the RevenueCyclePro.com Product Schedule which is attached to this Amendment Number 1 and incorporated herein by reference, and OptumInsight agrees to provide such software pursuant to the terms of the Master Agreement and this Amendment Number 1 upon signature.
All other terms and conditions of the Agreement executed on May 31, 2012, shall remain unchanged and in full force and effect.

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

By: [Signature]

Authorized Signature

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

Title: Executive Director

Date: 10/15/12

OptumInsight, Inc.

By: [Signature]

Authorized Signature

Printed Name: Ed Byars

Title: [Title]

Date: 10/10/12
RevenueCyclePro.com  
Product Schedule

OptumInsight, and UMMC have entered into this Product Schedule effective the date Amendment Number 1 is signed by all parties (“Effective Date”). This Schedule is incorporated into and made a part of the Master Agreement between OptumInsight and UMMC dated May 31, 2012. The parties agree as follows.

I. License of RevenueCyclePro.com.

A. RevenueCyclePro.com: OptumInsight grants UMMC the nonexclusive, nontransferable right to use the following RevenueCyclePro.com service: RevenueCyclePro.com with Coders’ Dictionary add-on (the “Services”, which is included in the definition of Services in the Agreement).

B. Use of Services: UMMC has the nonexclusive, nontransferable right to use the Services for its lawful business operations. UMMC acquires no rights to the Services or to the information and data accessed via the Services, except the right to use the information and data solely for UMMC’s business purposes, in accordance with this Schedule. UMMC shall have no right to allow any person or entity that is not an employee or consultant of UMMC to access the Services, directly or indirectly in any way.

C. Number of Users: The number of authorized “Users” of RevenueCyclePro.com at UMMC is as follows: a total of thirty-five (35) Users. If the number of Users increases, UMMC agrees to notify OptumInsight in writing within ten (10) days thereafter and pay additional license fees upon receipt of an acceptable invoice for any increase in the number of Users under this Schedule. Pursuant to OptumInsight’s agreement with the American Medical Association, a User is an individual employee or contractor of a Reseller customer who:  

1. Accesses, uses, or manipulates Current Procedural Terminology (“CPT®”) coding contained in the Service; or
2. Accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Service even though CPT coding may not be visible or directly accessible; or
3. Makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

D. User ID and Security: OptumInsight shall provide UMMC with a User ID for each purchased user license to access the Services via the RevenueCyclePro.com website. UMMC agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each
purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to UMMC’s employees and consultants who have a need to access the Services and who agree to abide by the terms of this Schedule. It shall be the ongoing responsibility of UMMC to administer User ID(s) for anyone to whom UMMC has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by UMMC. All fees incurred by persons to whom UMMC has disclosed a User ID shall be UMMC’s sole responsibility.

E. **Delivery and Updates:** OptumInsight shall make each component of the Services available to UMMC as it becomes available for general release from OptumInsight, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by OptumInsight for the Services.

F. **Accuracy and Errors:** UMMC agrees that OptumInsight and its employees and agents shall not be held responsible or liable for any actions taken by UMMC, or any error, inaccuracy, or omission in any report or analysis UMMC prepares in connection with or through use of the Services. No later than thirty days from the date of UMMC’s receipt of access to the Services or any update of the Services, UMMC shall advise OptumInsight in writing of any known errors or suspected errors that may materially affect the Services.

II. **Technical Support:** Technical support is available Monday through Friday between 8:00 A.M. and 6:00 P.M. Central Time. During the time technical support is available, UMMC will have access to OptumInsight technical support through a toll-free number or through the respective sales representative. Technical support consists primarily of answers to questions relating to the use and access of the software and the repair of software “bugs.” Technical support is also available through email and the User-resources Web page.

III. **Fees and Payment:** OptumInsight shall invoice UMMC monthly in arrears for any month in which Services are provided, with said monthly fees being based on the annual fees set forth in the table below. UMMC shall thereafter remit payment in accordance with Article 3.2 of the Master Agreement.
### Exhibit 2

**Table:**

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Annual License Fee For Year 1</td>
<td>Total Annual License Fee For Year 2</td>
<td>Total Annual License Fee For Year 3</td>
</tr>
<tr>
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<td>$19,500.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>$1,595.00</td>
<td>$1,595.00</td>
<td>$1,960.00</td>
</tr>
<tr>
<td>$498.10</td>
<td>$525.00</td>
<td>$525.00</td>
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<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
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</tr>
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</tr>
<tr>
<td>$4.96</td>
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<td>$525.00</td>
</tr>
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</tr>
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<td>Name of License</td>
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<tr>
<td>File Name</td>
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<td>File Name</td>
</tr>
</tbody>
</table>

### Term and Termination:

This Schedule shall commence as of the Effective Date, and shall continue for three (3) years, during which time the fees payable hereunder shall be paid in accordance with the schedule set forth above in Section 4. Each party agrees to use its best efforts to extend the term of this Agreement for one or more additional periods of three (3) years each, on terms and conditions acceptable to the other party. The Agreement may be terminated by either party upon written notice to the other party, without cause, at any time during the term of this Agreement. No termination shall be effective until thirty (30) days after written notice is given by the party desiring to terminate the Agreement. This Agreement may be terminated by either party without cause if the other party shall be in material breach of this Agreement and shall not cure such breach within thirty (30) days after written notice thereof is given by the non-breaching party.
PROJECT NUMBER 40834
AMENDMENT #2 TO
MASTER SERVICES AND LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as “Amendment Number 2”) shall serve to amend the original Master Services and License Agreement executed on May 31, 2012 and amended on October 13, 2012 (hereinafter referred to as “Agreement”), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as “Contractor”), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the University of Mississippi Medical Center located at 3771 Eastwood Drive, Jackson, Mississippi 39211-6381 (hereinafter referred to as “Customer”).

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

1) Customer has a need for the additional software as specified in the Product Schedules which is attached to this Amendment Number 2 and incorporated herein by reference, and Optum360, LLC, an affiliate of OptumInsight, Inc. agrees to provide such software pursuant to the terms of the Master Agreement and this Amendment Number 2 upon signature.

2) The following new Article 26 titled “Transparency” shall be and hereby is added to the Agreement and shall read as follows:

“In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, at seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement shall be posted to the State of Mississippi’s accountability website at: https://www.transparency.mississippi.gov. Prior to Customer posting the Agreement to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as “confidential” will be redacted by Customer.”
All other terms and conditions of the Agreement executed on May 31, 2012 and amended on October 13, 2012, shall remain unchanged and in full force and effect.

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

By: Craig P. Orgeron
Authorized Signature

By: [Signature]
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 11/27/13

Optuminsight, Inc.

Printed Name: Ben Goodman
Title: CFO, PROVIDER
Date: 11/20/13

10 X 68351:2
PRODUCT SCHEDULE
ASCII FILES LICENSE

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule"), with an Effective Date of December 1, 2013. This Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer, dated May 31, 2012, (the "Agreement"), which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows:

I. Grant of License.

A. Files Licensed. Optum hereby grants to Customer a nonexclusive, nontransferable license to use the ASCII files (the "Files") identified below under the terms of this Schedule. The Files are included in the definition of "Data" in the Agreement. This Schedule includes a sublicense to use the Current Procedural Terminology ("CPT") codes embedded in the Files, if any.

<table>
<thead>
<tr>
<th>File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
</tr>
</tbody>
</table>

B. Use of Files. Customer has right to use the Files for internal, lawful, business use, and as set forth on the profile form Customer will complete before data delivery. Customer agrees to hold the Files and the data contained therein, in strict confidence and agrees not to provide, disclose or otherwise make available any of such to any third party. Customer shall have no right to allow any person or entity that is not an employee, contractor, or consultant of Customer to access the Files, directly or indirectly in any way. Customer shall not publish, translate or transfer possession of the Files or create derivative works based on the Files. Customer shall not disclose, allow disclosure of, or sublicense the Files to any third party or allow any third party access to or use the Files, except as permitted by this Schedule or the Agreement. Customer shall not use the Files or CPT contained therein on any public computer based information system or public electronic bulletin board, including but not limited to the Internet. This provision shall survive the termination of this Schedule.

C. Number of Users. The number of concurrent users (individuals accessing the Files directly) of the Files is as set forth in Section II.A. below. Should these numbers increase, Customer agrees to notify Optum in writing within forty-five (45) days thereafter and pay additional license fees in order to include the additional Customer sites and users under this Schedule.

II. Fees and Payment Terms.

A. License Fees. For each year of this Schedule, Customer shall pay an annual license fee to Optum for use of the Files by the specified number of users, as set forth in the table below.

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OptumInsight, Inc.-UMMC-40834-1150 & 1151-Oct2013-Amendment#2 to Master Services and License

Page 120 of 251
**YEAR 1 ANNUAL LICENSE FEES**

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$13.50</td>
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</tr>
<tr>
<td>HCPCS Dental Data File</td>
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</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Year 1 Total Annual License Fees: $77,500

**YEAR 2 ANNUAL LICENSE FEES**

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<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fees</th>
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</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
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<td>$70,000</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
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</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Year 2 Total Annual License Fees: $80,000

**YEAR 3 ANNUAL LICENSE FEES**

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$14.50</td>
<td>5,000</td>
<td>$72,500</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
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</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Year 3 Total Annual License Fees: $82,500

B. **Fees for Third Party Components.** The fees set forth above include fees for any third party-owned pieces of the Files, including, without limitation, CPT codes that may be embedded in the Files. Optum may increase the prices set forth above, to the extent that Optum’s vendors increase the price for the products to Optum. Optum shall, prior to imposing an increase, notify Customer of the effective date of the increase.

C. **Payment Terms.** For the first year of this Schedule, Optum shall invoice Customer for the annual license fees on the Effective Date. For each subsequent year of this Schedule, Optum shall invoice Customer for the annual license fees on each anniversary of the Effective Date. Customer agrees to pay Optum in accordance with Mississippi state law on timely payments for purchases by public bodies, which generally provides for payment within forty-five (45) days of the receipt of invoice.

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OptumInsight, Inc.-UMMC-40834-1150 & 1151-Oct2013-Amendment# 2 to Master Services and License
III. **Accuracy and Errors.** Customer agrees that Optum and its licensors shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Files, or for any damage (including, but not limited to consequential damages) resulting from it. No later than thirty (30) days from the date of Customer’s receipt of access to the Files or any update of the Files, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Files.

IV. **Term and Termination.**

A. **Term.** This Schedule shall commence as of the Effective Date, and shall continue for the term of the Agreement, unless terminated earlier pursuant to this Schedule or pursuant to the Agreement.

B. **Effect of Termination.** Upon termination of this Schedule for any reason, Customer shall immediately: (i) discontinue all use of the Files and documentation, and remove the Files from all hard disks on all computers; (ii) return to Optum all copies of the Files and documentation within the possession or control of Customer; and (iii) provide to Optum written certification that (i) and (ii) have been accomplished.
PRODUCT SCHEDULE
ENCODERPRO.COM

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule"), with an Effective Date of December 1, 2013. This Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer, dated May 31, 2012, (the "Agreement"), which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows:

I. License of EncoderPro.com Expert.

A. EncoderPro.com Expert. Optum grants Customer the nonexclusive, nontransferable right to use the Encoder Pro.com Expert coding information look up service (the "Services", which is included in the definition of Services in the Agreement). EncoderPro.com Expert is a coding tool that provides search options to guide the user to appropriate ICD-9, HCPCS and CPT codes in one search as well as referential content related to each code searched.

C. Use of Services. Customer has the nonexclusive, nontransferable right to use the Services for its internal, lawful, business use. Customer acquires no rights to the Services or to the information and data accessed via the Services, except the right to use the information and data solely for Customer's own internal business purposes, in accordance with this Schedule. Customer shall have no right to allow any person or entity that is not an employee or consultant of Customer to access the Services, directly or indirectly in any way.

D. Number of Users. The number of authorized "Users" of EncoderPro.com at Customer is as follows: a total of eighty-five (85) Users. If the number of Users increases, Customer agrees to notify Optum in writing within ten (10) days thereafter and pay additional license fees upon receipt of an acceptable invoice for any increase in the number of Users under this Schedule. Pursuant to Optum’s agreement with the American Medical Association, a User is an individual employee or contractor of Customer who:

1. Accesses, uses, or manipulates Current Procedural Terminology ("CPT®") coding contained in the Service; or
2. Accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Service even though CPT coding may not be visible or directly accessible; or
3. Makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

E. User ID and Security. Optum shall provide Customer with a User ID for each purchased user license to access the Services via the EncoderPro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or
disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to Customer’s employees who have a need to access the Services and who agree to abide by the terms of this Schedule. It shall be the ongoing responsibility of Customer to administer User ID(s) for anyone to whom Customer has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by Customer. All fees incurred by persons to whom Customer has disclosed a User ID shall be Customer’s sole responsibility.

F. Delivery and Updates. Optum shall make each component of the Services available to Customer as it becomes available for general release from Optum, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by Optum for the Services.

G. Accuracy and Errors. Customer agrees that Optum and its employees and agents shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Services. No later than thirty days from the date of Customer’s receipt of access to the Services or any update of the Services, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Services.

II. Technical Support. Technical support is available Monday through Friday between 7:00 am and 5:00 pm Mountain time. During the time technical support is available, Customer will have access to Optum technical support through a toll-free number or through the respective sales representative. Technical support consists primarily of answers to questions relating to the use and access of the software and the repair of software “bugs.” Technical support is also available through email and the User-resources Web page.

III. Fees and Payment. As of the Effective Date, Customer shall pay Optum the first year license fee specified below. For each subsequent year of this Schedule, Optum will invoice Customer for the applicable fee (assuming Customer’s number of licenses purchased for Users has not exceeded the number authorized above). The fee for any year after the first year of this Schedule is due on the anniversary of the Effective Date.

A. EncoderPro Fees
   Year 1: 85 users @ $90.00 per user for a total of $7,650.00
   Year 2: 85 users @ $250.00 per user for a total of $21,250.00

IV. Term and Termination. This Schedule shall commence as of the Effective Date, and shall continue for two (2) years thereafter.
PROJECT NUMBER 41068
AMENDMENT # 3 TO
MASTER SERVICES AND LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as "Amendment Number 3") shall serve to amend the original Master Services and License Agreement executed on May 31, 2012 and amended on October 13, 2012, and November 27, 2013 (hereinafter referred to as "Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 3771 Eastwood Drive, Jackson, Mississippi 39211-6381 (hereinafter referred to as "Customer").

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

Exhibit B in the Agreement shall be and hereby is augmented by the new Exhibit B-3, which is attached to this Amendment Number 3 and incorporated herein by reference. All references in the Agreement to "Exhibit B" shall be and hereby are revised to be "Exhibit B, Exhibit B-1, Exhibit B-2, and Exhibit B-3."

The Agreement shall be and hereby is amended to add the new Exhibit E, which is attached to this Amendment Number 3 and incorporated herein by reference.

Customer and Optum understand that the not-to-exceed spending limit for this Amendment 3 is $40,470.00.
All other terms and conditions of the Agreement executed on May 31, 2012 and amended on October 13, 2012, and November 27, 2013, shall remain unchanged and in full force and effect.

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

By: ____________________
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 6/4/19

OptumInsight, Inc.

By: ____________________
Authorized Signature

Printed Name: Scott S. Wilson
Title: Senior Director
Date: 5/28/2019

EXHIBIT 2
EXHIBIT B-3
PRODUCT SCHEDULE
ADDITIONAL SERVICE OFFERINGS STATEMENT OF WORK

OptumInsight, Inc. ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule"). The parties understand and agree that the effective date of this Amendment Number 3 is the date it is signed by all parties. The Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer, dated May 31, 2012, and amended on October 15, 2012, and November 27, 2013 (the "Agreement"). The parties agree as follows.

I. Description of the Services: Optum will perform the following services for Customer under this Schedule (the "Services", which are included in the definition of Services in the Agreement):

- Assist Customer with a ClaimsManager ("CM") version upgrade, going from version 4.7 to most current version on the production and test environments.
- 5 days onsite training and another 5 days additional onsite optional training post-implementation within 6 weeks of go-live.

II. In Scope / Out of Scope: For the Services that Optum will be performing, the following is considered in Scope and Out of Scope for this Schedule. Optum may provide requested out of scope services, at Optum's then-current time and materials rates.

A. In Scope,
1. Create backup of production system, including Oracle database and CM binaries
2. Install and upgrade production CM instance from version 4.7 to most current version
3. Patch CM with all applicable hotfixes
4. Assist in creating connection with PM system
5. Troubleshooting any testing issues
6. Customer testing
7. Synchronize current copy of production database to test server on a mutually agreed upon schedule
8. Go-live on most current version of CM in production environment
9. 5 days onsite training with another 5 days optional onsite training post-implementation within 6 weeks of go-live

B. Out of Scope,
1. Services for another application or any other server except the CM production and test servers
2. Training for any other application or software
III. **Deliverables:** The following deliverables and primary owner for those deliverables will be provided:

A. (Owner: Optum)
   1. Create backup of production system, including Oracle database and CM binaries
   2. Install and upgrade production CM instance from version 4.7 to most current version
   3. Patch CM with all applicable hotfixes
   4. Assist in creating connection with PM system
   5. Troubleshooting any testing issues
   6. Post install configuration
   7. Monitor go-live
   8. Synchronize current copy of production database to test server
   9. Deliver 5 days onsite training with another 5 days optional onsite training post-implementation within 6 weeks of go-live

B. (Owner: Customer)
   1. Provide Optum resources with remote connectivity to servers
   2. Install Windows Server 2008 R2 x64 on servers, as needed
   3. Disable interface prior to upgrade
   4. Test and validate upgrade with Optum resources
   5. Go live on most current version CM
   6. Confirmation of training topics and agenda along with any scenarios and examples to be discussed as part of training. This should be completed at least one (1) week in advance of training sessions

IV. **Assumptions:** The following assumptions and constraints have been identified and agreed to by both Optum and Customer. The timelines and price in this Schedule may change if any of these assumptions prove to be inaccurate.

A. All services will be performed remotely.
B. The upgrade will be performed during normal business hours, Monday – Friday 8:00 am to 5:00 pm CST, on test and production.
C. Customer will be responsible for ensuring that host practice management system data is correct. Any cleansing or reformatting of such data shall be the responsibility of the customer.
D. VPN access will be provided to both environments.
E. The upgrade will require the Customer’s production CM environment be down for up to ten (“10”) hours.
F. A stable, dedicated environment will be available to conduct training on CM.
G. Customer will be responsible for coordinating the facilities for the training sessions held at Customer’s site.
H. Customer’s training participants will have the basic computer skills required to effectively operate a personal computer.
I. Training participants will have an appropriate knowledge of CPT™ and ICD coding, or coding and reimbursement.
J. Each training session is subject to a maximum number of eight (8) attendees. Training sessions that exceed eight (8) attendees will require an additional instructor and additional billable costs.

K. The optional post-implementation training will be conducted within 6 weeks after go-live. If later, then a new SOW will be needed.

V. Schedule: The following is the estimated timeline for delivering this Service:

A. Services will be scheduled at a mutually agreeable timeframe for both parties. Services should begin no later than 90 days after this Schedule is executed and once started, will be delivered over a 6 to 8 week time period.

VI. Services, Fees and Payment Terms: Customer will pay Optum the following fees to perform this Service:

A. Fees: The estimated number of hours and hourly rates to perform these Services are:

1. Technical Resource – 50 hours
   - $195.00 per hour during business hours
   - $390.00 per hour for afterhours and/or weekend hours

2. Product Consulting Resource – 25 hours
   - $155.00 per hour during business hours
   - $310.00 per hour for afterhours and/or weekend hours

3. Project Management Resource – 15 hours
   - $145.00 per hour during business hours
   - $290.00 per hour for afterhours and/or weekend hours

4. Trainer
   First onsite training session – 5 days
   - $1500 per day during business hours
   Second onsite training session (optional) – 5 days
   - $1500 per day during business hours

B. Travel Reimbursement: While performing this Service, Customer shall reimburse Optum for reasonable and necessary travel expenses as specified in Article 3.1 "Prices and Payment" of the Master Services and License Agreement. These costs have not been included in the estimated fee above.

Estimate travel costs are listed below as maximums and prior approval must be received if any expenses plan to go over this amount:

First onsite training session – 5 days: $3,500.00 max for travel expenses; and
Second onsite training session (optional) – 5 days: $3,500.00 max for travel expenses.

C. Actual Charges. Optum will charge Customer for the Services described in this Schedule for Optum's actual time and materials expended, based on the rates set forth above. Optum has prepared the above cost estimates in good faith for Customer's
planning and budgeting purposes based upon the information available as of the date of this Schedule. Customer understands that delays caused in scheduling meetings, changes in the objectives or scope of the project, and/or new information acquired during the course of the project, may impact Optum's ability to deliver the Services within the estimate. If Customer or Optum becomes aware of circumstances that are likely to cause the cost estimate to be exceeded, the Change Request Process described below will be initiated promptly.

D. Payment. Customer agrees to pay Optum pursuant to Article 3.2 of the Agreement.

VII. Change Request Process. While the parties have endeavored to clarify the scope of the Services prior to executing this Schedule, both parties acknowledge that changes in scope may occur, and the price and/or milestone dates may be impacted. All requests to change project scope will use the following procedure:

A. Either Optum or Customer may initiate a change request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule will also be documented by Optum. The "Date Reply Due" on the change request form will contain the date Customer must respond to avoid uncontrolled impacts on the project plan.

B. If the change of scope is approved, the Optum will revise the project plan and budget as needed and schedule the work to commence according to the revised project plan.

C. The signatures of Customer and Optum on the change of scope request will confirm formal approval or rejection of the request. Optum will not commence work on the change request without approval.

VIII. Term and Termination: By signing below, this Schedule is effective as of the Effective Date and shall continue until completion of the Services, unless earlier terminated pursuant to the Agreement.
EXHIBIT E

OPTUM

TRANSACTION TESTING CLASSIC PRODUCT SCHEDULE

OptumInsight, Inc. ("Optum") and Mississippi Department of Information Technology Services, as contracting agent for the University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule"), with an effective date of June 9, 2014. This Schedule is incorporated into and made a part of the Master Services and License Agreement between Optum and Customer, dated May 31, 2012 (the "Agreement"). The parties agree as follows.

I. License to Customer. Subject to the terms of this Agreement, Optum grants to Customer a limited, non-exclusive, terminable license (the "License") to use the Transaction Testing Classic service internally to test, certify and validate production electronic health care transactions for HIPAA Transaction Set compliance. This service is included in the definition of "Services" in the Agreement. This License covers only the Transaction Testing Classic service. Customer may submit only files less than fifty (50) megabytes in size to Transaction Testing Classic with an aggregate monthly file volume less than two hundred (200) megabytes. For submission of larger files and/or larger aggregate monthly file volume, Customer shall contact Optum.

A. Transaction Testing Classic Service. Customer may use the Transaction Testing Classic Service to analyze both test and production HIPAA Standard Transactions ("Standard Transactions") each month of the term of this Schedule. Using standards, guides, and interpretations ("Edit Rules"), the Transaction Testing Classic Service analyzes each file submitted for analysis by Customer (a "Submitted Transaction"). As appropriate, the Transaction Testing Classic analysis may include Standard Transaction syntax; Standard Transaction data content; Standard Transaction code set validity; HIPAA Implementation Guide requirements for Standard Transactions; and Standard Transaction functionality. If Customer's Submitted Transactions meet or exceed the Edit Rules, the Transaction Testing Classic Service shall certify those Standard Transactions as meeting the Edit Rules as of the date of certification. Customers that have obtained certification are referred to as "Optum Transaction Testing Certified Customers," but only with respect to the details and limitations specified in the Optum Transaction Testing Certification published in the Directory (as defined below) and in this Schedule.

B. No Certification Available. Optum may test, but does not furnish Optum Transaction Testing Certification, for health care payer or clearinghouse business rules or Companion Guides. "Companion Guides" are subsets of the Standard Transactions in payer-specific documents. Optum Transaction Testing Certification does not apply to Customer's software or system(s). Optum Transaction Testing Certification does not extend to Covered Entities other than the one(s) that are represented in the Submitted Transactions, even if other Covered Entities use the same software or system(s). A "Covered Entity" is an individual health care provider, clearinghouse or health plan EDI system with a unique identity that generates Submitted Transactions.

II. Certification Directory. Optum shall maintain an online directory (the "Directory") of Optum Transaction Testing Customers, listing customers, their Covered Entities, each of their
Optum Transaction Testing Certifications, Standard Transaction Elements for which each customer's Submitted Transactions have been Optum Transaction Testing Certified, and the dates of Optum Transaction Testing Certification. Customer shall determine whether its Directory listing shall be accessible by third parties. Optum may remove any Optum Transaction Testing Certified Customer from the Directory, or alter any listing in the Directory, in the event Optum reasonably determines that the removal or alteration is necessary to maintain the accuracy of the Directory. In all cases, Customer shall make no claim or statement whatsoever that Optum Transaction Testing Certification indicates anything other than that the listing in the Directory shows that Customer has demonstrated the ability to produce and/or process Standard Transactions, but only with respect to the details and limitations specified in the Optum Transaction Testing Certification published in the Directory.

III. Customer's Obligations. All electronic files and data submitted to Optum for analysis will be representative of Customer's outbound Standard Transactions; all responses to the self-assessment questionnaires for inbound Optum Transaction Testing Certification shall be representative of Customer's inbound processing capabilities; and all responses to Optum's requests for additional data shall be submitted by Customer as created by the routine operation of Customer's EDI systems, without modification. Customer shall comply with the administrative and compliance terms and conditions of Transaction Testing Classic provided on its website. Customer shall not (1) submit any false or misleading information to Optum in connection with Optum Transaction Testing Certification, (2) submit any Submitted Transactions that Customer is not fully authorized to submit to Optum, or (3) use Transaction Testing Classic, error reports or any Optum Transaction Testing Certification for any purpose other than the determination of the level of compliance of Customer's Submitted Transactions, or ability to receive and process inbound Standard Transactions.

A. EDI Capabilities. Customer shall maintain the EDI capabilities utilized by Customer for transmission to Optum of Submitted Transactions that have achieved Optum Transaction Testing Certification. Customer shall immediately notify Optum if Customer ceases to have any capability listed in the Directory. In the event Customer changes identifiers, systems, software, or the method by which the certified transactions are produced, Customer shall notify Optum immediately of such change and Customer may restart the certification process or lose its certification.

B. No Third Party Usage. Customer will not (itself or through third parties) (1) furnish, lend, lease, or use Transaction Testing Classic for timesharing or service bureau purposes, (2) use Transaction Testing Classic other than as specifically permitted under this Schedule, or (3) otherwise use, direct or allow others to use Transaction Testing Classic, the Directory, or any reports or files made available through the Transaction Testing Classic website for the benefit of any third party.

C. Certification Conditions. Customer may hold itself out as “Optum Transaction Testing Certified” subject to the limitations in this Schedule, including:

1. Customer shall not represent that it has been Optum Transaction Testing Certified with respect to any capabilities other than those specified in the Directory.
2. Customer shall not represent or imply that Optum Transaction Testing Certification entails any warranty or guaranty by Optum concerning any of Customer's capabilities regarding Standard Transactions, other transactions, software or system(s).

3. Certification is valid as of the date of Optum Transaction Testing Certification and must be renewed or updated at least every ninety (90) days, or such shorter time as Optum may advise Customer.

4. Customer shall not state, imply or otherwise represent or indicate that any error analysis report by itself constitutes a certification of any kind.

5. Upon termination of Customer's Optum Transaction Testing Certification or of this Schedule, Customer shall immediately cease to represent itself as "Optum Transaction Testing Certified".

6. Customer shall refer the Transaction Testing internet site to any trading partner or third person that may in any manner rely on Optum Transaction Testing Certification or listing in the Directory of any Customer's capabilities. The purpose of this reference is to make the trading partner or other third person aware of the restrictions and limitations of Optum Transaction Testing Certification in the Directory.

7. Customer shall not use the Optum name or logo(s) other than according to the instructions specified for use of the "Optum Transaction Testing Certified" logo on the Transaction Testing internet site.

IV. Fees and Payment Terms.

A. Payment of Annual License Fees.

1. Customer shall pay to Optum annual license fees set forth in the table below for use of the Transaction Testing Classic Service. The Year 1 license fee is due on the Effective Date and the license fee for each subsequent year is due annually thereafter on each anniversary of the Effective Date.

<table>
<thead>
<tr>
<th>Transaction Testing Classic Annual License Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
</tr>
<tr>
<td>$890</td>
</tr>
</tbody>
</table>

V. Term and Termination. This Schedule shall commence on the Effective Date and continue for an initial term of three (3) years, unless earlier terminated pursuant to this Schedule or pursuant to the Agreement.
PROJECT NUMBER 41257
AMENDMENT #4 TO
MASTER SERVICES & LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.

AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as "Amendment Number 4") shall serve to amend the original Master Services and License Agreement executed on May 31, 2012, and amended on October 13, 2012, November 27, 2013, and June 4, 2014 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13825 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as "OptumInsight"); and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 36211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 36216 (hereinafter referred to as "UMMC").

WHEREAS, certain products licensed by UMMC under the Master Agreement will be provided by OptumInsight and certain products will be provided by its affiliate, Optum360, LLC ("Optum360"); and the parties desire to enter into this Amendment Number 4 so as to specifically identify same;

NOW THEREFORE, ITS, UMMC, OptumInsight and Optum360, by entering into this Amendment Number 4 mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) The parties understand and agree that the following products and/or services shall be provided to UMMC by OptumInsight:

<table>
<thead>
<tr>
<th>Service, Product or License</th>
<th>Exhibit or Amendment Number</th>
<th>OptumInsight Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>NetworkClearinghouse Services Product Schedule</td>
<td>Master Agreement, Exhibit A</td>
<td>41-1858498</td>
</tr>
<tr>
<td>ClaimsManager Facility Services &amp; Customer Data for Use With EPIC Systems Product Schedule</td>
<td>Master Agreement, Exhibit B</td>
<td>41-1858498</td>
</tr>
<tr>
<td>Product Schedule Additional Services Offerings</td>
<td>Amendment #3, Exhibit B-3</td>
<td>41-1858498</td>
</tr>
<tr>
<td>Statement of Work (ClaimsManager Upgrade)</td>
<td>Amendment #3, Exhibit E</td>
<td>41-1858498</td>
</tr>
<tr>
<td>Transaction Testing Classic Product Schedule</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

UMMC will pay OptumInsight for the products and services listed in the above table.
2) The parties understand and agree that the following products and/or services shall be provided to UMMC by Optum360:

<table>
<thead>
<tr>
<th>Service, Product or License</th>
<th>Exhibit or Amendment Number</th>
<th>Optum360 Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>RevenuCyclePro.Com Schedule</td>
<td>Amendment #1</td>
<td>46-3328307</td>
</tr>
<tr>
<td>ASCII Files License Product Schedule</td>
<td>Amendment #2</td>
<td>46-3328307</td>
</tr>
<tr>
<td>EncoderPro.Com Product Schedule</td>
<td>Amendment #2</td>
<td>46-3328307</td>
</tr>
</tbody>
</table>

UMMC will pay Optum360 for the products and services listed in the above table.

3) Article 10.7 "Notices" shall be and hereby is revised so as to add the following: "Optum360’s address for notice is: Attn: General Counsel, Optum 360, LLC, 13625 Technology Drive, Eden Prairie, Minnesota 55344."

All other terms and conditions of the Agreement executed on May 31, 2012, and amended on October 13, 2012, November 27, 2013, and June 4, 2014 shall remain unchanged and in full force and effect.

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

By: [Signature]

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 6/17/15

OptumInsight, Inc.

By: [Signature]

Printed Name: [Signature]
Title: [Signature]
Date: [Signature]

Optum360, LLC

By: [Signature]

Printed Name: [Signature]
Title: [Signature]
Date: [Signature]
PROJECT NUMBER: 42906
AMENDMENT #6 TO
MASTER SERVICES & LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.,
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as "Amendment Number 6") shall serve to amend the original Master Services and License Agreement executed on May 31, 2012, and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, and November 4, 2015 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as "OptumInsight"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 37216 (hereinafter referred to as "UMMC").

NOW THEREFORE, ITS, UMMC, and OptumInsight by entering into this Amendment Number 6 mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) In light of UMMC upgrading from a professional account to an institutional account and in order to reflect the price increase for Year 3 resulting from such upgrade, as well as adding two (2) additional years, Exhibit E in Amendment Number 3 of the Master Agreement shall be and hereby is deleted and replaced with the new Exhibit E-1, which is attached to this Amendment Number 6. All references in the Master Agreement to "Exhibit E" shall be and hereby are revised to be "Exhibit E-1."

2) UMMC has a need for the additional software as specified in the Provider Claims Editing Software Product Schedule which is attached to this Amendment Number 6 and incorporated herein as Exhibit F, and OptumInsight agrees to provide such software pursuant to the terms of the Master Agreement and this Amendment Number 6 upon signature and at the prices stated in the attached Exhibit F.

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

By: [Signature]

Authorized Signature

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

Title: Executive Director

Date: 11/03/12

OptumInsight, Inc.

By: [Signature]

Authorized Signature

Printed Name: Thomas W. Behrman

Title: SVP & General Manager

Date: November 4, 2015
EXHIBIT E-1

OPTUM

TRANSACTION TESTING CLASSIC PRODUCT SCHEDULE

OptumInsight, Inc. ("Optum") and Mississippi Department of Information Technology Services, as contracting agent for the University of Mississippi Medical Center ("Customer") entered into this Product Schedule (the "Schedule") originally, with an effective date of June 9, 2014. This Schedule is incorporated into and made a part of the Master Services and License Agreement between Optum and Customer, dated May 31, 2012 (the "Agreement"). The parties agree as follows.

I. License to Customer. Subject to the terms of this Agreement, Optum grants to Customer a limited, non-exclusive, terminable license (the "License") to use the Transaction Testing Classic service internally to test, certify and validate production electronic health care transactions for HIPAA Transaction Set compliance. This service is included in the definition of "Services" in the Agreement. This License covers only the Transaction Testing Classic service. Customer may submit only files less than fifty (50) megabytes in size to Transaction Testing Classic with an aggregate monthly file volume less than two hundred (200) megabytes. For submission of larger files and/or larger aggregate monthly file volume, Customer shall contact Optum.

A. Transaction Testing Classic Service. Customer may use the Transaction Testing Classic Service to analyze both test and production HIPAA Standard Transactions ("Standard Transactions") each month of the term of this Schedule. Using standards, guides, and interpretations ("Edit Rules"), the Transaction Testing Classic Service analyzes each file submitted for analysis by Customer (a "Submitted Transaction"). As appropriate, the Transaction Testing Classic analysis may include Standard Transaction syntax, Standard Transaction data content, Standard Transaction code set validity, HIPAA Implementation Guide requirements for Standard Transactions, and Standard Transaction functionality. If Customer's Submitted Transactions meet or exceed the Edit Rules, the Transaction Testing Classic Service shall certify those Standard Transactions as meeting the Edit Rules as of the date of certification. Customers that have obtained certification are referred to as "Optum Transaction Testing Certified Customers," but only with respect to the details and limitations specified in the Optum Transaction Testing Certification published in the Directory (as defined below) and in this Schedule.

B. No Certification Available. Optum may test, but does not furnish Optum Transaction Testing Certification, for health care payer or clearinghouse business rules or Companion Guides. "Companion Guides" are subsets of the Standard Transactions in payer-specific documents. Optum Transaction Testing Certification does not apply to Customer’s software or system(s). Optum Transaction Testing Certification does not extend to Covered Entities other than the one(s) that are represented in the Submitted Transactions, even if other Covered Entities use the same software or system(s). A "Covered Entity" is an individual health care provider, clearinghouse or health plan EDI system with a unique identity that generates Submitted Transactions.

II. Certification Directory. Optum shall maintain an online directory (the "Directory") of Optum Transaction Testing Customers, listing customer’s, their Covered Entities, each of their Optum Transaction Testing Certifications, Standard Transaction Elements for which each customer's
Submitted Transactions have been Optum Transaction Testing Certified, and the dates of Optum Transaction Testing Certification. Customer shall determine whether its Directory listing shall be accessible by third parties. Optum may remove any Optum Transaction Testing Certified Customer from the Directory, or alter any listing in the Directory, in the event Optum reasonably determines that the removal or alteration is necessary to maintain the accuracy of the Directory. In all cases, Customer shall make no claim or statement whatsoever that Optum Transaction Testing Certification indicates anything other than that the listing in the Directory shows that Customer has demonstrated the ability to produce and/or process Standard Transactions, but only with respect to the details and limitations specified in the Optum Transaction Testing Certification published in the Directory.

III. Customer's Obligations. All electronic files and data submitted to Optum for analysis will be representative of Customer's outbound Standard Transactions; all responses to the self-assessment questionnaires for inbound Optum Transaction Testing Certification shall be representative of Customer’s inbound processing capabilities, and all responses to Optum's requests for additional data shall be submitted by Customer as created by the routine operation of Customer's EDI systems, without modification. Customer shall comply with the administrative and compliance terms and conditions of Transaction Testing Classic provided on its website. Customer shall not (1) submit any false or misleading information to Optum in connection with Optum Transaction Testing Certification, (2) submit any Submitted Transactions that Customer is not fully authorized to submit to Optum, or (3) use Transaction Testing Classic, error reports or any Optum Transaction Testing Certification for any purpose other than the determination of the level of compliance of Customer’s Submitted Transactions, or ability to receive and process inbound Standard Transactions.

A. EDI Capabilities. Customer shall maintain the EDI capabilities utilized by Customer for transmission to Optum of Submitted Transactions that have achieved Optum Transaction Testing Certification. Customer shall immediately notify Optum if Customer ceases to have any capability listed in the Directory. In the event Customer changes identifiers, systems, software, or the method by which the certified transactions are produced, Customer shall notify Optum immediately of such change and Customer may restart the certification process or lose its certification.

B. No Third Party Usage. Customer will not (itself or through third parties) (1) furnish, lend, lease, or use Transaction Testing Classic for timesharing or service bureau purposes, (2) use Transaction Testing Classic other than as specifically permitted under this Schedule, or (3) otherwise use, direct or allow others to use Transaction Testing Classic, the Directory, or any reports or files made available through the Transaction Testing Classic website for the benefit of any third party.

C. Certification Conditions. Customer may hold itself out as "Optum Transaction Testing Certified" subject to the limitations in this Schedule, including:

1. Customer shall not represent that it has been Optum Transaction Testing Certified with respect to any capabilities other than those specified in the Directory.

2. Customer shall not represent or imply that Optum Transaction Testing Certification entails any warranty or guaranty by Optum concerning any of Customer's capabilities regarding Standard Transactions, other transactions, software or system(s).
3. Certification is valid as of the date of Optum Transaction Testing Certification and must be renewed or updated at least every ninety (90) days, or such shorter time as Optum may advise Customer.

4. Customer shall not state, imply or otherwise represent or indicate that any error analysis report by itself constitutes a certification of any kind.

5. Upon termination of Customer's Optum Transaction Testing Certification or of this Schedule, Customer shall immediately cease to represent itself as "Optum Transaction Testing Certified".

6. Customer shall refer the Transaction Testing internet site to any trading partner or third person that may in any manner rely on Optum Transaction Testing Certification or listing in the Directory of any Customer's capabilities. The purpose of this reference is to make the trading partner or other third person aware of the restrictions and limitations of Optum Transaction Testing Certification in the Directory.

7. Customer shall not use the Optum name or logo(s) other than according to the instructions specified for use of the "Optum Transaction Testing Certified" logo on the Transaction Testing internet site.

IV Fees and Payment Terms.

A Payment of Annual License Fees

1. Customer shall pay to Optum annual license fees set forth in the table below for use of the Transaction Testing Classic Service. The Year 1 license fee is due on the Effective Date and the license fee for each subsequent year is due annually thereafter on each anniversary of the Effective Date.

<table>
<thead>
<tr>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,700.00</td>
<td>$1,759.50</td>
<td>$1,821.09</td>
</tr>
</tbody>
</table>

V Term and Termination. This Schedule shall commence on the Effective Date and continue for an initial term of five (5) years, unless earlier terminated pursuant to this Schedule or the Agreement. Upon completion of the initial term, this Schedule may, upon the written agreement of the parties, be renewed for an additional term, at fees equal to a 3.5% increase over the prior year's fees.
EXHIBIT 2

OPTUM PROVIDER CLAIMS EDITING SOFTWARE PRODUCT SCHEDULE
(Installed at Customer Site)

I. Software and Data Licenses

A. Software License. Customer hereby licenses from Optum and Optum agrees to license to Customer the Software modules marked below (all of which are deemed to be "Software" under the Master Agreement). The Software license includes a sublicense to use the CPT codes and the NCCI Data embedded in the Software, but only to the extent they are used with the Software.

☒ Claims Manager Professional Module. The Claims Manager Professional functionality facilitates analysis of claim coding and editing by providers of medical services. The module includes access to CPT codes, ICD codes, the Claims Edit System ("CES") KnowledgeBase, the National Correct Coding Initiative ("NCCI"), and National Medicare Editing ("NME") rules (all of which shall be deemed to be "Data" under the Master Agreement). The CES KnowledgeBase contains proprietary professional claims editing rules and guidelines developed by Optum. The module includes a sublicense to use the CPT codes and the NCCI Data, but only to the extent they are used with the module.

☒ Local Coverage Determination ("LCD") and National Coverage Determination ("NCD") Data for the following states only (Data will be for the contractor as of the Effective Date and any replacements for that contractor):

<table>
<thead>
<tr>
<th>State</th>
<th>Part A</th>
<th>Part B</th>
<th>DME</th>
<th>Home Health &amp; Hospice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

☒ National Coverage Determination ("NCD")

☒ National Medicaid Editing ("NME"), including DME

B. Licensed Use. Customer may use the Software, Data and user materials only in connection with processing Customer's own internal data for Customer's own customary business purposes and operations and not for resale or distribution outside of Customer. Customer shall not use the Software and Data or user materials for the purpose of processing the data of or performing any services for any third party. The Software, Data and user materials may not be used to perform medical diagnostic functions, set treatment procedures, or substitute for the medical judgment of a physician or qualified health care provider.
1. **Informational Tools.** The Software and Data are provided to Customer for informational purposes only. Customer acknowledges that the Software and Data are tools that Customer may use in various ways in its internal business. Customer's interpretation of the Software and Data and Customer's use of the Software and Data to make business decisions, are solely and exclusively at the discretion of Customer. Customer shall not represent the Software and/or Data in any way other than as expressed in this Schedule.

2. **Installation Site.** Customer may install the Software only at the following location (the "Site"): 2500 North State Street, Jackson, MI 49216.

3. **Copies of the Software and Data.** Customer agrees that it will not download any or all of the Software or Data to, or access same from, any terminal, computer, or other equipment not physically located on Customer's Site, without Optum's prior, written approval, and Customer's payment to Optum of the applicable fees for additional copies. Customer agrees that all copies of the Software and Data, including all copies stored on hard disk or other electromagnetic media, will be kept at Customer's Site, unless Customer elects to maintain a reasonable number of backup copies at an off-site facility for disaster recovery. Customer agrees to notify Optum of the locations of such backup copies. Customer shall have the right to use such backup copies at any off-site disaster recovery location during disaster recovery testing and during the period of recovery from events at Customer's Site that make it impossible for Customer to use the Software and Data at Customer's Site.

D. **Oracle Software Sublicense.** Customer is required to obtain (from Optum or elsewhere) a license to use the Oracle software in connection with the Software under this Schedule. Customer hereby elects to obtain a sublicense from Optum to use the Oracle software solely in connection with the Software. If Customer has elected to sublicense the Oracle software from Optum pursuant to this section, the Oracle software shall be included in the definition of "Software" used in this Schedule and the following terms shall apply to the sublicense to use the Oracle software.

1. Oracle Corporation ("Oracle") is not liable, to the extent permitted by applicable law, for any damages, whether direct, indirect, incidental or consequential, arising from Customer's use of the Software;
2. Customer shall not publish any results of benchmark tests relating to the Oracle database that are run on the Oracle software; and
3. Oracle is a third party beneficiary of this Agreement as it relates to the Oracle software.

E. **Licensed Use of the Data Tables.** Customer's right to use the NCD, LCD, and NME tables (the "Data Tables") is limited to the uses stated in this paragraph. Customer acknowledges that the Data Tables are a tool that Customer may use solely in conjunction with the Claims Manager Software for purposes of auditing claims based on local policy. Customer may use the Data Tables only in connection with the processing of Customer's own internal data for Customer's own customary business purposes and operations and not for resale or distribution outside of Customer. Customer shall not use the Data Tables for the purpose of processing the data or performing any services for any third party. Customer may not modify the Data Tables or create any derivative works based on a Data Table. Customer may not
use the Data Tables to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer may not use the Data Tables as a substitute for Customer's own judgment in setting and determining Customer's fee schedules and reimbursement levels.

II. Customers Requirements

A. Hardware and Software at Customer's Site. Opum has provided server specifications and other technical requirements that Customer obtained and maintained for installation of the Software at the Site, including, without limitation:

1. PC and server hardware, adequate associated peripherals, and software, which meet the specifications provided by Opum;
2. Ordinary maintenance for Customer's equipment;
3. Registered Internet Protocol ("IP") address and Internet browser software;
4. Customer personnel knowledgeable with Oracle;
5. System administrator to install and connect network equipment;
6. System administrator to send data to Opum, if applicable;
7. One Customer technical personnel to act as a liaison and work with Opum personnel;
8. All communication lines and peripherals necessary to deploy the system;
9. Hardware on which the Software will be housed that meets the minimum configuration defined by Opum, and dedicated to the Software; and
10. Hardware acquisition and maintenance and network hardware and software interfaces are the Customer's responsibility. Subsequent versions of the Software may impact minimum system requirements. Customer is responsible for such hardware and system software upgrades. Opum shall provide Customer with reasonable prior notice regarding such new requirements.

B. Security. Customer shall implement and use appropriate administrative, physical and technical safeguards to prevent inappropriate use or disclosure of PHI in the course of using the Software.

III. Support Services. Implementation Services shall be finished and support Services (which shall be deemed to be Services under the Agreement) shall begin upon the earlier of completion of the tasks in the Implementation SOS or Customer's first production use of the Software.

A. Customer Support Services. Opum shall provide to Customer the following support Services:

1. Help Desk. General support is provided during Opum's normal business hours from 8:00 AM to 5:00 PM Central Time, Monday through Friday. Opum's Customer Service Department shall provide to Customer emergency access to Opum's technical personnel twenty-four (24) hours a day, seven (7) days a week. Opum's response time to Customer calls shall vary, depending on the nature of the call.
2. **Product Incidents.** Customer may report incidents it is experiencing with the Software during normal business hours and, for any matter that Customer feels is an emergency situation, twenty-four (24) hours a day, seven (7) days a week. A product incident shall be given a severity level (“Severity Level”) by Optum at the time an incident is reported. Optum staff shall make every effort to meet the following turnaround times on product incidents:

   a. **Severity Level I.** A Severity Level I incident prevents Customer from utilizing the system in any significant way, and there is no workaround solution. It is Optum’s goal to resolve such an incident or reduce it to Severity Level II within twenty-four (24) hours from the time it was reported.

   b. **Severity Level II.** A Severity Level II incident prevents Customer from using the system or workaround (or example, a temporary work around solution has been found, or any incident that significantly increases the level of effort required to use the system. It is Optum’s goal to resolve such an incident or reduce it to Severity Level III with the next service pack release of the Software.

   c. **Severity Level III.** A Severity Level III incident is any product incident that does not impact the ability to resolve or cause the Software to be used in the same environment as Optum’s product(s). A Severity Level III incident shall be included on Optum’s issues log (“Issues Log”) as pending until it is scheduled to be included in a routine software release. Once Optum has determined the release or update that shall update the solution, the information shall be recorded on the Issues Log. The Issues Log is a list of Customer’s calls that are currently outstanding. Customer may arrange for conference calls with Optum’s Client Services and R&D staff in order to discuss items on the Issues Log.

3. **Request for Information.** Requests for information regarding the Software, the CES KnowledgeBase or clinical questions and interpretation of regulatory guidelines can be made during Optum’s normal business hours. Such information requests can typically be answered the same day that the call is received, unless further research is required.

4. **Request for Services.** Optum provides many services at an additional charge, including product training, on-site assistance in product installation and claims processing support. Customer may schedule these services during Optum’s normal business hours. Optum shall make every attempt to provide the service for the time period requested by Customer. Additional technical, training, and clinical service offerings may be purchased by Customer at Optum’s then-current rates. Each service offering shall be identified as an addendum to this Schedule.

B. **Excluded Services.** Notwithstanding anything in the Agreement or this Schedule to the contrary, the following services are not provided hereunder and, if desired, must be contracted for on a time and materials basis: (a) training other than that included in the initial implementation plan; (b) file recovery services unless loss of files is caused by Optum; (c) assistance or support required due to Customer's failure to make proper
Software backups or otherwise comply with its obligations; (d) assistance or support for the Software if it is modified by any party other than Optum; (e) assistance or support for any custom software; (f) any services provided to correct problems on a version of the Software more than one numbered New Release behind the then current version; (g) any services required as a result of negligence or the willful misuse of the Software by Customer; (h) installation services associated with a New Release; (i) support services associated with the implementation of a New Release outside of normal Optum business hours; (j) support for Oracle database administration (unless Customer elects to obtain these services from Optum in Section 1.D of this Schedule); and (k) creation of customized rules.

C. **New Releases.** If Customer is current in its payments, it shall be entitled to receive all New Releases of the relevant licensed Software modules. "New Releases" are subsequent upgrades of the Software, which shall include basic software product enhancements and fixes (patch releases) that are generally made available to customers at no additional charge. New Releases are labeled with an "x" revision level and do not include any major product releases (i.e., those represented by a "X." revision level), or optional or future products which Optum licenses separately. Optum shall support the current version of each licensed Software module and one version back. Any support of versions older than this shall be at the risk and expense of Customer.

IV. **Fees and Payment Terms**

A. **Software License Fees.**

1. **Definition of Processed Claims.** For the purposes of this Schedule, "Processed Claim" shall mean a set of charged healthcare data transactions submitted to the Software through a practice management interface or through manual entry in which services for a single patient are billed by a healthcare constituent, and which are categorized as active (not made inactive by the practice management system), live (not test) and analyzed by the Software. A Processed Claim may include a single line of procedural service or multiple lines of procedural services for a single episode of care. A Processed Claim may or may not result in a claim submission to a payer nor result in a statement or invoice to another party. Each Processed Claim is identified in the Software by a unique Claim ID number. Claims processed for the purpose of training or testing will not be counted as part of this total.

2. **Annual Software License Fees.** Customer shall pay to Optum annual license fees for each licensed Software module as set forth in the table below. The annual license fees allow Customer to process up to 1,600,000 claims for each Software module, set forth below, for each year this Schedule remains in effect. Claims processed for the purpose of training or testing will not be counted as part of this total.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Claims Manager</td>
<td>$240,800</td>
<td>$249,228</td>
<td>$257,951</td>
<td>$266,979</td>
<td>$278,323</td>
</tr>
<tr>
<td>Professional</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
a. In the event that Customer's annual claims volume for one or all of the licensed Software modules exceeds the permitted number of claims for such module(s), Customer shall promptly inform Optum, and Customer shall pay Optum for such additional claims at the then-current per transaction rate, within forty-five (45) days after Customer's receipt of Optum's invoice for such amount. The then-current per transaction rate is calculated as the annual Software license fee for the applicable year, divided by the permitted number of claims for such year.

b. In the event that Customer acquires, becomes acquired by, or merges with another entity, Customer shall pay Optum, at Optum's then-current rates, prorated fees for each licensed Software module on the next anniversary of the Effective Date based on Customer's new annual claims volume for such licensed Software modules (from both or all applicable companies).

3. Payment of Software License Fees. The license fees for the licensed Software modules for the initial term of this Schedule shall be paid to Optum on November 30, 2016 and annually thereafter on November 30th of each year of the term.

4. Increase in Fees. The annual Software, support and LCD fees set forth in this Schedule shall not increase by more than three and one-half percent (3.5%) each year during any renewal term subsequent to year 5 reflected in the table above.

B. Oracle Sublicense Fees. Customer shall pay to Optum a sublicense fee in the amount of $11,302.00 for each licensed Software module for two (2) processors of such licensed Software module(s) on the Production Server and eight (8) Named Users for the Test Server for the initial term of the Schedule. Oracle sublicense fees are due and payable upon renewal Effective Date. Customer shall inform Optum if it needs rights to use the Oracle software for more than the stated number of processors or Named Users for any licensed Software module(s) and Customer agrees to pay Optum the applicable sublicense fees for such additional processors or additional Named Users. If Customer's use of the Oracle Software exceeds the sublicense granted by Optum, Customer understands that Optum is contractually obligated to notify Oracle and Customer shall be liable for all additional fees. Optum may increase the price for the Oracle software to the extent that Optum's vendor increases the price to Optum. Upon any renewal of this Schedule, Customer shall pay Optum an annual license fee for the Oracle software at Optum's then-current rates. Notwithstanding anything to the contrary in this Schedule or the Master Agreement, Optum may, upon prior written notice to Customer and at no cost to Customer, audit Customer's use of the Oracle software during Customer's normal business hours and Customer will promptly respond to any such audit request and cooperate with Optum to complete the audit in an expeditious manner. Customer will not allow additional processors or additional Named Users to access the Oracle Software without reporting the number of such additional processors or additional Named Users to Optum and paying the associated fees. Oracle Named Users include fulltime equivalent ("FTE") users who will have administrative access to the Software on the test server.

C. Data Table License Fees. Payment of annual fees set forth in the table below entitles Customer to receive the applicable licensed Data Tables specified above. The
Data Table license fee includes all updates to the licensed Data Tables that are issued during the applicable 12-month period. For the Year 1 of this Schedule, Customer shall pay the Data Table license fees to Opum upon shipment of each licensed table. For each subsequent year of this Schedule, each subsequent year’s Data Table license fees shall be due and payable on each anniversary of the Effective Date. Upon any renewal of this Schedule, Customer shall pay Opum an annual Data Table license fee at Opum’s then-current rates.

<table>
<thead>
<tr>
<th>Annual Data Table License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>-------------------------------</td>
</tr>
<tr>
<td>LCD-B Data</td>
</tr>
<tr>
<td>NME Data</td>
</tr>
</tbody>
</table>

D. Billing. Except as otherwise provided herein, Opum shall invoice Customer monthly for fees and expenses incurred under this Schedule in such month. Customer agrees to pay Opum for undisputed invoices within forty-five (45) days from Customer’s receipt of each invoice. Should any undisputed invoice not be paid by Customer within such forty-five (45) day period, Customer shall be liable to Opum for interest at a rate of one and one half percent per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five day period until such time as payment is made. Customer must provide written notice to Opum of its intention to dispute an invoice within ten (10) business days of receipt of invoice. Should any undisputed invoice go ninety (90) days past due, all work on the applicable Services may cease until payment in full is received, upon Opum’s notice to Customer.

E. Additional Fees and Payment Terms.

1. Billing. Except as otherwise provided herein, Opum shall invoice Customer monthly for fees and expenses incurred under this Schedule in such month. Customer agrees to pay Opum for undisputed invoices within forty-five (45) days from Customer’s receipt of each invoice. Should any undisputed invoice not be paid by Customer within such forty-five (45) day period, Customer shall be liable to Opum for interest at a rate of one and one half percent per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five day period until such time as payment is made. Customer must provide written notice to Opum of its intention to dispute an invoice within ten (10) business days of receipt of invoice. Should any undisputed invoice go ninety (90) days past due, all work on the applicable Services may cease until payment in full is received, upon Opum’s notice to Customer.

2. Test Server Environment. It is recommended that Customer obtains and operates a test server for the development and testing of custom edits, and to validate the Knowledgebase updates from Opum in a non-production environment. Customer may obtain test server environment support from Opum for the relevant licensed Software module(s) in the event of a test server malfunction on an as-needed basis at the rate of $250 per hour. Test server environment support is provided on a best efforts basis.
environment support services are provided during Optum’s normal business hours from 8:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Optum holidays and office closings.

3. Fees for Additional Services: Upon request and if mutually agreed, Optum shall provide to Customer professional services that are in addition to those included in the ISOS, at Optum’s then current time and materials rates. At the time that such requested additional services are identified, Optum and Customer shall mutually agree upon the services under a separate Scope of Services ("SOS").

4. Travel Expense Reimbursement: All travel and per diem expenses will be invoiced by Optum as they are incurred. Optum shall use hotel facilities that are mutually agreeable to Optum and Customer. It is understood by the parties that all travel and travel expenses must be pre-approved by Customer and shall not exceed the daily amount allowed by the Mississippi Department of Finance and Administration. Customer shall reimburse Optum for all reasonable travel, lodging, meal and other expenses related to providing the Software and Services under this Schedule and the ISOS. Optum shall provide copies of receipts to Customer for all expenses. Optum shall invoice Customer monthly for out of pocket expenses, as incurred.

V. Term and Termination

A. Term: This Schedule shall commence on the Effective Date and continue for an initial term of five (5) years thereafter, unless terminated earlier pursuant to this Schedule or pursuant to the Master Agreement. Upon completion of the initial term, this Schedule may, upon the written agreement of the parties, be renewed for an additional term.

B. Termination: Upon termination or expiration of this Schedule, Customer shall within thirty (30) days, or within a reasonable time thereafter not to exceed ninety (90) days, return all copies of the Software, Data and related user materials supplied under this Exhibit F Provider Claims Editing Software Product Schedule by Optum. Customer may keep only hard (paper) copies of its reports and copies of the reports that have been transferred to other computer program environments.

VI. Change Request Process: Changes in project scope, schedule or timeline for any Services under a SOS require a change request and may result in a new or revised SOS and associated fees. All requests to change project scope shall use the following procedure. Either Optum or Customer may initiate a change of scope request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule shall be documented by Optum. Optum may also specify the date before which Customer must respond to avoid uncontrolled impacts on the project plan. If the change of scope is approved by both parties, Optum shall revise the SOS and budget as needed and schedule the work to commence accordingly. The signatures of Customer, ITS and Optum on the change of scope request form shall confirm approval or rejection of the request. Optum shall not commence work on the change request without approval.
PROJECT NUMBER 42911
AMENDMENT #7 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 7") shall serve to amend the original Master Services and License Agreement executed on May 31, 2012, and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, and November 3, 2016 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 13825 Technology Drive, Eden Prairie, Minnesota 55344 (hereinafter referred to as "OptumInsight"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "UMMC").

NOW THEREFORE, ITS, UMMC, and Optum360, by entering into this Amendment Number 7, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) In Amendment Number 5, UMMC renewed the license for EncoderPro.com Expert software for eighty-five (85) Users with said license concluding November 30, 2017. UMMC desires to renew the license for the original eighty-five (85) Users plus ten (10) additional Users for a total of ninety-five (95) Users for two (2) additional years beginning December 1, 2017 and continuing through the close of business on November 30, 2019 at the pricing specified in the EncoderPro.com Expert Product Schedule attached to this Amendment Number 7. Effective December 1, 2017, the EncoderPro.com Expert Product Schedule in Amendment Number 5 shall be and hereby deleted and replaced by the EncoderPro.com Expert Product Schedule attached to this Amendment Number 7.

2) In Amendment Number 5, UMMC procured a license for EncoderPro.com Standard software for thirty-five (35) Users for one (1) year concluding on October 31, 2018. UMMC desires to renew the license for the thirty-five (35) Users for three (3) additional years beginning November 1, 2018 and continuing through the close of business on October 31, 2019 at the pricing specified in the EncoderPro.com Standard Product Schedule attached to this Amendment Number 7.

3) In Amendment Number 7, UMMC procured a license for ASCII Files with said license concluding November 30, 2016. UMMC desires to renew the license for three (3) additional years beginning December 1, 2016 and continuing through November 30, 2019 at the pricing specified in the ASCII Files Product Schedule attached to this Amendment Number 7. Effective December 1, 2018, the ASCII Files Product Schedule in Amendment 2 shall be and hereby deleted and replaced by the ASCII Files Product Schedule attached to this Amendment Number 7.

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

By: [Signature]
Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 11/28/16

OptumInsight, Inc.

By: [Signature]
Printed Name: TODD V. CUSTIN
Title: SVP & General Manager, Optum360
Date: 11/21/16

Optum360, LLC

By: [Signature]
Printed Name: TODD V. CUSTIN
Title: SVP & General Manager
Date: 11/21/16
EXHIBIT 2

EncoderPro.com Expert
Product Schedule

Optum360. LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this EncoderPro Product Schedule (the "Schedule"); with an Effective Date of December 1, 2017. Optum is an affiliate of OptumInsight, Inc., and this Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer dated May 31, 2012 (the "Agreement") which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows.

In Amendment Number 5, UMMC procured a license for EncoderPro.com Expert software for eighty-five (85) users with said license concluding November 30, 2017. UMMC desires to amend Section 1.C of the EncoderPro.com Expert Product Schedule to add 10 additional users for a total of ninety-five (95) users. As of the Effective Date of this Amendment Number 7, UMMC shall pay Optum a pro-rated license fee of $2,501.00 for the 10 additional users of the EncoderPro.com Expert software.

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 "Service") which is included in the definition of Services in the Agreement. EncoderPro.com is a coding tool that provides search options to guide the user to appropriate ICD-9, ICD-10, HCPCS and CPT codes in one search as well as reference text related to each code searched.

B. Use of Services. Customer has the nonexclusive, nontransferable right to use the Services for lawful, business purposes. 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;
2. Accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible;
3. Makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

D. User ID and Security. Optum shall provide Customer with a User ID for each purchased user license to access the Services via the EncoderPro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to Customer's employees and consultants who have a need to access the Services and who agree to abide by the terms of this Schedule. It shall be the ongoing responsibility of Customer to administer User...
EXHIBIT 2

ID(s) for anyone to whom Customer has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by Customer. All fees incurred by persons to whom Customer has disclosed a User ID shall be Customer's sole responsibility.

E. Delivery and Updates. Optum shall make each component of the Services available to Customer as it becomes available for general release from Optum, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by Optum for the Services.

F. Accuracy and Errors. Customer agrees that Optum and its employees and agents shall not be held responsible or liable for any actions taken by Customer or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Services. No later than thirty days from the date of Customer's receipt of access to the Services or any update of the Services, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Services.

II. Technical Support. Technical support is available Monday through Friday between 8:00 am and 5:00 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 the Schedule, Optum will invoice Customer for the applicable fee (assuming Customer's number of licenses purchased for User(s) 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.

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Number of Users</th>
<th>Annual License Fee Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>EncoderPro.com Expert</td>
<td>95</td>
<td>$25,203.50 $25,707.00</td>
</tr>
</tbody>
</table>

IV. Term and Termination. This Schedule shall commence as of the Effective Date, and shall continue for two (2) years thereafter, unless earlier terminated pursuant to the Master Agreement.
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, 2015, Optum is an affiliate of OptumInsight, Inc., and this Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer dated May 31, 2012 (the "Agreement"), which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows:

I. License of EncoderPro.com Standard

A. EncoderPro.com Standard. Optum grants Customer the nonexclusive, nontransferable right to use the following EncoderPro.com coding information look up service, EncoderPro.com Standard (the "Services", which is included in the definition of Services in the Agreement). EncoderPro.com is a coding tool that provides search options to guide the user to appropriate ICD-9, ICD-10, HCPCS and CPT codes in one search as well as referential content related to each code searched.

B. Use of Services. Customer has the nonexclusive, nontransferable right to use the Services for its lawful business operations. Customer acquires no rights to the Services or to the information and data accessed via the Services, except the right to use the information and data solely for Customer's own business purposes, in accordance with this Schedule. Customer shall have no right to allow any person or entity that is not an employee or consultant of Customer to access the Services, directly or indirectly in any way.

C. Number of Users. The number of authorized "Users" of EncoderPro.com Standard at Customer is as follows: a total of thirty-five (35) Users. If the number of Users increases, Customer agrees to notify Optum in writing within ten (10) days thereof and pay additional license fees upon receipt of an acceptable invoice for any increase in the number of Users under this Schedule. Pursuant to Optum's agreement with the American Medical Association, a User is an individual employee or contractor of Customer who:

1. Accesses, uses, or manipulates Current Procedural Terminology ("CPT®") coding contained in the Service; or
2. Accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Service even though CPT coding may not be visible or directly accessible; or
3. Makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

D. User ID and Security. Optum shall provide Customer with a User ID for each purchased user license to access the Services via the EncoderPro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to Customer's employees and consultants who have a need to access the Services and who agree to abide by the terms of this Schedule. It shall be the ongoing responsibility of Customer to administer User ID(s) for anyone to whom Customer has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by Customer. All fees incurred by persons to whom Customer has disclosed a User ID shall be Customer's sole responsibility.

OptumInsight, Inc.-UMMC-42811-1150 & 1151-Sep2015.Amendment #7 to Master Services and License Agreement
E. **Delivery and Updates.** Optum shall make each component of the Services available to Customer as it becomes available for general release from Optum, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by Optum for the Services.

F. **Accuracy and Errors.** Customer agrees that Optum and its employees and agents shall not be held responsible or liable for any actions taken by Customer or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Services. No later than thirty days from the date of Customer’s receipt of access to the Services or any update of the Services, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Services.

II. **Technical Support.** Technical support is available Monday through Friday between 8:00 am and 8:00 pm Central time. During the time technical support is available, Customer will have access to Optum technical support through a toll-free number or through the respective sales representative. Technical support consists primarily of answers to questions relating to the use and access of the software and the repair of software “bugs.” Technical support is also available through email and the User-Resources Web page.

III. **Fees and Payment.** As of the Effective Date, Customer shall pay Optum the first year license fee specified below. For each subsequent year of this Schedule, Optum will invoice Customer for the applicable fee (assuming Customer’s number of licenses purchased for Users has not exceeded the number authorized above). The fee for any year after the first year of this Schedule is due on the anniversary of the Effective Date.

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Number of Users</th>
<th>Annual License Fee Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>35</td>
<td>$4,282.25</td>
</tr>
<tr>
<td>EncoderPro.com Standard</td>
<td></td>
<td>$4,368.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$4,455.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Renewal Year 1</th>
<th>Renewal Year 2</th>
<th>Renewal Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/16-10/31/17</td>
<td>$4,282.25</td>
<td>$4,368.00</td>
<td>$4,455.50</td>
</tr>
<tr>
<td>11/1/17-10/31/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/1/18-10/31/19</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IV. **Term and Termination.** This Schedule shall commence as of the Effective Date, and shall continue for three (3) years thereafter, unless earlier terminated pursuant to the Master Agreement.
EXHIBIT 2

ASCII Files License
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 December 1, 2016. This Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer, dated May 31, 2012 (the "Agreement") which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows:

I. Grant of License:

A. Files Licensed. Optum hereby grants to Customer a non-exclusive, nontransferable license to use the ASCII files (the "Files") identified below under the terms of this Schedule. The Files are included in the definition of "Data" in the Agreement. This Schedule includes a sublicense to use the Current Procedural Terminology ("CPT") codes embedded in the Files, if any.

<table>
<thead>
<tr>
<th>File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT w/ RVUs Data File</td>
</tr>
<tr>
<td>HCPCS Denial Data File</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
</tr>
</tbody>
</table>

B. Use of Files. Customer has the right to use the Files for its lawful business use, and as set forth on the profile form Customer will complete before data delivery. Customer agrees to hold the Files and the data contained therein, in strict confidence and agrees not to provide, disclose or otherwise make available any such to any third party. Customer shall have no right to allow any person or entity that is not an employee, contractor, consultant of Customer to access the Files, directly or indirectly in any way. Customer shall not publish, translate or transfer possession of the Files or create derivative works based on the Files, Customer shall not disclose, allow disclosure of, or sublicense the Files to any third party or allow any third party access to or use the Files, except as permitted by this Schedule or the Agreement. Customer shall not use the Files or CPT contained therein on any public computer based information system or public electronic bulletin board, including but not limited to the Internet. This provision shall survive the termination of this Schedule.

C. Number of Licensed Sites and Users. The number of concurrent users (individuals accessing the Files directly) of the Files is set forth in Section II A below. Should these numbers increase, Customer agrees to notify Optum in writing within forty-five (45) days thereafter and pay additional license fees in order to include the additional Customer sites and users under this Schedule.

II. Fees and Payment Terms:

A. License Fees. For each year of this Schedule, Customer shall pay an annual license fee to Optum for use of the Files by the specified number of users, as set forth in the table below.
### ANNUAL LICENSE FEES

#### Renewal Year 1
12/1/16-11/30/17

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$15.50</td>
<td>5,000</td>
<td>$77,500.00</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$35.00</td>
<td>200</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

**Renewal Year 1 Total Annual License Fees:** $89,500.00

#### Renewal Year 2
12/1/17-11/31/18

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$16.50</td>
<td>5,000</td>
<td>$82,500.00</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$35.00</td>
<td>200</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

**Renewal Year 2 Total Annual License Fees:** $94,500.00

#### Renewal Year 3
12/1/18-11/30/19

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Number of Users</th>
<th>Annual License Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$17.50</td>
<td>5,000</td>
<td>$87,500.00</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$35.00</td>
<td>200</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

**Renewal Year 3 Total Annual License Fees:** $93,500.00

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B. **Fees for Third Party Components.** The fees set forth above include fees for any third party-owned pieces of the Files, including, without limitation, CPT codes that may be embedded in the Files. Optum may increase the prices set forth above, to the extent that Optum's vendors increase the price for the products to Optum. Optum shall, prior to imposing an increase, notify Customer of the effective date of the increase.

C. **Payment Terms.** For the first year of this Schedule, Optum shall invoice Customer for the annual license fees on the Effective Date. For each subsequent year of this Schedule, Optum shall invoice Customer for the annual license fees on each anniversary of the Effective Date. Customer agrees to pay Optum in accordance with Mississippi state law on timely payments for purchases by public bodies, which generally provides for payment within forty-five (45) days of the receipt of invoice.
III. Accuracy and Errors: Customer agrees that Optum and its licensors shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Files, or for any damage (including, but not limited to consequential damages) resulting from it. No later than thirty (30) days from the date of Customer’s receipt of access to the Files or any update of the Files, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Files.

IV. Term and Termination.

A. Term. This Schedule shall commence as of the Effective Date, and shall continue for three (3) years thereafter (the “Initial Term”), unless terminated earlier pursuant to this Schedule or pursuant to the Agreement.

B. Effect of Termination. Upon termination of this Schedule for any reason, Customer shall immediately: (i) discontinue all use of the Files and documentation, and remove the Files from all hard disks or all computers; (ii) return to Optum all copies of the Files and documentation within the possession or control of Customer; and (iii) provide to Optum written certification that (i) and (ii) have been accomplished.

V. AHA Terms. The following applies to the extent that the Product contains content licensed to Optum by the American Hospital Association (“AHA Content”):

A. Optum’s right to provide the AHA Content to Customer in connection with the Optum Files pursuant to this Schedule is dependent upon the continuation of the contractual relationship between Optum and Health Forum. If the contractual relationship between Optum and Health Forum expires or is otherwise terminated, this Section V pertaining to AHA Terms will be immediately terminated and Customer will be required to discontinue all use of the AHA Content pursuant to this Schedule. Customer will not contest or challenge (or assist others to so do) AHA’s rights with respect to the AHA Content.

B. AHA provides the AHA Content “AS IS” and expressly disclaims all warranties, conditions, representations, indemnities and guarantees, whether express or implied, arising by law, custom or prior oral or written statements, with respect to the AHA Content (including, but not limited to, any warranty of satisfactory quality, merchantability, fitness for a particular purpose, title and non-infringement, accuracy timeliness, and completeness) to the maximum extent allowed by law. AHA further disclaims, and shall have no liability for, any errors, omissions or inaccuracies in the AHA Content or any uses, misuses or interpretations of the information contained in or not contained in the AHA Content. AHA also does not warrant that the AHA Content will be accessible in any particular hardware/software environment. Customer shall be solely responsible for the use, efficiency, and suitability of the AHA Content.

C. In no event will AHA be liable for any indirect, special, or consequential (including lost profits), exemplary or punitive damages arising out of or related to this Schedule, or performance or breach of this Schedule, even if it has been advised of the possibility of such damages. AHA’s liabilities under this Schedule, if any, shall in no event exceed the sum of the fees actually received by Optum in connection with this Schedule for the applicable AHA Content.

D. If Customer is a United States federal government agency, the following applies:

(1) ICD-9-CM Coding Clinic: This product contains AHA CODING CLINIC® FOR ICD-9-CM content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation as applicable, which was developed exclusively at private expense by the American Hospital Association, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S.
government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1996), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-
Department of Defense Federal procurements.

(2) HCPCS CODING CLINIC. This product contains AHA CODING CLINIC® FOR HCPCS content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation as applicable, which was developed exclusively at private expense by the American Hospital Association ("AHA"), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1996), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

(3) UB-04 Manual. This product contains OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL <YEAR> content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association ("AHA"), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1996), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.
PROJECT NUMBER 43534
AMENDMENT # 8 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 8”) shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, November 3, 2016, and November 28, 2016 (hereinafter referred to as “Master Agreement”), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 (hereinafter referred to as “OptumInsight”), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as “Customer” and/or “UMMC”).

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 8, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) UMMC has a need for custom data files as specified in the Custom Data for Use with Epic Systems Product Schedule which is attached to this Amendment Number 8 and incorporated herein as Exhibit G, and OptumInsight agrees to provide such data pursuant to the terms of the Master Agreement and this Amendment Number 8 upon signature at the prices stated in the attached Exhibit G.

2) The third sentence of Article 10.7 “Notices” shall be and hereby is revised to read: “Customer’s address for notice is: Mr. Lionel Braud, Chief Revenue Cycle Officer, University of Mississippi Medical Center, 504 Clinton Center Drive, Suite 4300, Clinton, Mississippi 39056, with a copy of all notices to Customer also being sent to University of Mississippi Medical Center, Attention General Counsel, 2500 North State Street, Jackson, Mississippi 39216.”

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

By: 
Authorized Signature

OptumInsight, Inc.

By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: November 1, 2017

Printed Name: Daniel J. Weaver
Title: Chief of Staff, Optum 360
Date: November 1, 2017
EXHIBIT G
CUSTOM DATA FOR USE WITH EPIC SYSTEMS
PRODUCT SCHEDULE

I. Subscription to Data Systems.

A. License. Customer hereby licenses from OptumInsight and OptumInsight agrees to license to Customer the databases marked below (all of which are deemed to be “Data” under the Master Agreement). Customer represents and warrants that Customer has a license to use CPT codes in connection with the Epic Systems applications.

B. Custom Data Files for Use with Epic Systems Corporation’s Application Systems: National Coverage Determination (“NCD”) and Local Coverage Determination (“LCD”) Data FOR THE FOLLOWING STATES (Data will be for the contractor as of the Effective Date and any replacements for that contractor):

<table>
<thead>
<tr>
<th>List State</th>
<th>Part A</th>
<th>Part B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

☑ Optum Custom Correct Coding Initiative (CCI) Files (for Physicians)

Licensed Use. Customer’s right to use the Data is limited to the uses stated in this Schedule. Customer may use the Data only in conjunction with Epic Systems Corporation’s software application systems for edit checking and ABN processing with Medicare and commercial payers (the “Epic Systems”). Customer may grant access to the Data to others only to the same extent that the Customer has the right to grant access to the Epic Systems software with which Customer is using the Data, under the Customer’s license agreement with Epic Systems Corporation.

C. Community Connect Partners. Customer may permit its Community Connect Partner(s) (defined below) to receive electronic medical record hosting services through Customer’s use of the Data in accordance with the terms of this Schedule. Customer represents and warrants that it shall bind each Community Connect Partner, listed below, to the terms in this Schedule that are applicable to Customer (including any terms associated with: the use of CPT codes, confidentiality, licensed use, fees, billing, audit, and/or claims amount reporting). Community Connect Partners are non-affiliated providers that access Customer’s single Epic system with Customer’s single Claims Manager Professional system.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi State Department of Health</td>
<td>570 East Woodrow Wilson Drive Jackson, MS 39216</td>
</tr>
</tbody>
</table>
Customer may add additional Community Connect Partners upon written amendment executed by both parties.

D. Limitations on Use. Customer may not modify the Data or create any derivative works based on the Data. Customer may not use the Data to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer shall not disclose any of the Data outside Customer’s entity, except as expressly permitted under this Schedule.

E. Informational Tool. The Data is provided to Customer for informational purposes only. Customer acknowledges that the Data is a tool that Customer may use in various ways in its internal business. OptumInsight disclaims any endorsement, approval or recommendation of particular uses of the Data either in general or with respect to Customer’s operations. Any reliance upon, interpretation of and/or use of the Data by Customer is solely and exclusively at the discretion of Customer. Customer shall not represent the Data in any way other than as expressed in this Schedule.

II. Delivery and Support.

A. Delivery and Updates. After the initial delivery of the Data, the NCD/LCD Data will be updated monthly and the CCI/OCE Data will be updated quarterly.

B. Technical Telephone Support. Customer is entitled to OptumInsight’s standard technical telephone support for the Data, at no additional charge, during OptumInsight’s normal business/support hours of 7:00 A.M. to 6:00 P.M. Central Time, Monday through Friday. Technical telephone support consists primarily of answers to questions regarding installation, setup, Data structure, design and updates. This service may not be used for training purposes. Customer may obtain training from OptumInsight at OptumInsight’s then-current charges.

III. Fees and Payment Terms. Customer shall pay OptumInsight an annual license fee for the Data as set forth below. OptumInsight shall invoice Customer for the Year 1 fees upon execution of Amendment Number 8 by all parties. Thereafter, OptumInsight shall invoice Customer annually for the fees due each year on each anniversary of the Effective Date. Customer agrees to pay OptumInsight in accordance with Mississippi law on timely payments for purchases by public bodies, which generally provides for payment of undisputed invoices within forty-five (45) days of the receipt of the invoice.

<table>
<thead>
<tr>
<th>Database</th>
<th>Year 1 11/01/2017 to 10/31/2018</th>
<th>Year 2 11/01/2018 to 10/31/2019</th>
<th>Year 3 11/01/2019 to 10/31/2020</th>
<th>Year 4 11/01/2020 to 10/31/2021</th>
<th>Year 5 11/01/2021 to 10/31/2022</th>
<th>5 Year Total</th>
</tr>
</thead>
</table>

Page 4 of 5

OptumInsight, Inc.-UMMC-43534-1150 & 1151-Nov2017-Amendment #6 to Master Services & License
Custom NCD/LCD Data described above including Custom CCI

|                | $28,457.00 | $15,367.00 | $15,905.00 | $16,462.00 | $17,038.00 | $93,229.00 |

IV. Term and Termination.
A. Term. This Schedule shall commence on November 1, 2017 and shall continue for an initial term of five (5) years thereafter unless earlier terminated pursuant to the Master Agreement. Upon completion of the 5 year initial term, this Schedule may, upon the written agreement of the parties, be renewed for an additional term, at fees not exceeding a 3.5% increase over the prior year’s fees.

B. Effect of Termination or Expiration. Upon expiration or termination of this Schedule for any reason, Customer shall immediately: (1) discontinue all use of the Data and documentation, (2) remove the Data from all hard disks on all computers; (3) destroy all copies of the Data and documentation within the possession or control of Customer; and (4) provide to OptumInsight written certification that these actions have been accomplished.
PROJECT NUMBER 44753
AMENDMENT #9 TO
MASTER SERVICES & LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as "Amendment Number 9") shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, November 3, 2016, November 28, 2018, and November 1, 2017 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 (hereinafter referred to as "OptumInsight"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Customer" and/or "UMMC").

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 9, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) In Amendment Number 5, UMMC procured a license for RevenueCyclePro.com software for sixty-one (61) Users with said license concluding on October 14, 2018. UMMC desires to renew the license for the sixty-one (61) Users for three (3) additional years beginning on November 1, 2018 and continuing through the close of business on October 31, 2021 at the pricing specified in the RevenueCyclePro.com Product Schedule attached to this Amendment Number 9. Effective November 1, 2018, the RevenueCyclePro.com Product Schedule in Amendment Number 5 shall be and hereby is deleted and replaced by the RevenueCyclePro.com Product Schedule attached to this Amendment Number 9.

2) For purposes of this Amendment Number 9, Optum360, LLC has assumed responsibility for the administration and the performance of the RevenueCyclePro.com Services. Optum360, LLC, as an affiliate of OptumInsight, agrees to be bound by the terms of the Master Agreement.

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

By: [Signature]

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: October 31, 2018

Optum 360, LLC

By: [Signature]

Printed Name: Todd Gustín
Title: SVP & General Manager
Date: October 31, 2018

University of Mississippi Medical Center

By: [Signature]

Printed Name: LouAnn Woodward, M.D.
Title: Vice Chancellor for Health Affairs
Date: October 31, 2018
RevenueCyclePro.com
Product Schedule

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this RevenueCyclePro Product Schedule (the "Schedule"); with an Effective Date of November 1, 2018. Optum is an affiliate of OptumInsight, Inc., and this Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer dated May 31, 2012 (the "Agreement"), which for purposes of the RevenueCyclePro.com Services has been assigned to Optum. The parties agree as follows:

1. License of RevenueCyclePro.com.

A. RevenueCyclePro.com. Optum grants Customer the nonexclusive, nontransferable right to use the RevenueCyclePro.com service with Coders Dictionary add-on (the "Services", which is included in the definition of Services in the Agreement).

B. Use of Services. Customer has the nonexclusive, nontransferable right to use the Services for its lawful business operations. Customer acquires no rights to the Services or to the information and data accessed via the Services, except the right to use the information and data solely for Customer's business purposes, in accordance with this Schedule. Customer shall have no right to allow any person or entity that is not an employee or consultant of Customer to access the Services, directly or indirectly in any way.

C. Number of Sites and Users. The number of authorized "Users" of RevenueCyclePro.com at Customer is as follows: a total of sixty-one (61) users. If the number of users increases, Customer agrees to notify Optum in writing within ten (10) days thereafter and pay additional license fees upon receipt of an acceptable invoice for any increase in the number of users under this Schedule. Pursuant to Optum's agreement with the American Medical Association, a User is an individual employee or contractor of Customer who:
   1. Accesses, uses, or manipulates Current Procedural Terminology ("CPT®") coding contained in the Service; or
   2. Accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without the CPT embedded in the Service even though CPT coding may not be visible or directly accessible; or
   3. Makes use of an output of the Service that relies on or could not have been created without the CPT coding embedded in the Service even though CPT coding may not be visible or directly accessible.

D. User ID and Security. Optum shall provide Customer with a User ID for each purchased user license to access the Services via the RevenueCyclePro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to Customer's employees and consultants who have a need to access the Services and who agree to abide by the terms of this
Schedule. It shall be the ongoing responsibility of Customer to administer User ID(s) for anyone to whom Customer has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by Customer. All fees incurred by persons to whom Customer has disclosed a User ID shall be Customer’s sole responsibility.

E. Delivery and Updates. Optum shall make each component of the Services available to Customer as it becomes available for general release from Optum, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by Optum for the Services.

F. Accuracy and Errors. Customer agrees that Optum and its employees and agents shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Services. No later than thirty days from the date of Customer’s receipt of access to the Services or any update of the Services, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Services.

II. Technical Support. Technical support is available Monday through Friday between 8:00 am and 6:00 pm Central time. During the time technical support is available, Customer will have access to Optum technical support through a toll-free number or through the respective sales representative. Technical support consists primarily of answers to questions related to the use and access of the software and the repair of software “bugs.” Technical support is also available through email and the User Resources Web page.

III. Fees and Payment. As of the Effective Date, Customer shall pay Optum the first year license fee specified below. For each subsequent year of this Schedule, Optum will invoice Customer for the applicable fee (assuming Customer’s number of licenses purchased for Users has not exceeded the number authorized above). The fee for any year after the first year of this Schedule is due on the anniversary of the Effective Date.

<table>
<thead>
<tr>
<th>File Name</th>
<th>Number of Users</th>
<th>Annual License Fees Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>RevenueCyclePro.com</td>
<td>61</td>
<td>$38,430.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$39,345.00</td>
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<tr>
<td></td>
<td></td>
<td>Year 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$40,260.00</td>
</tr>
<tr>
<td>Coders Dictionary add-on</td>
<td>61</td>
<td>$1,830.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 3</td>
</tr>
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<td>$1,830.00</td>
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<td></td>
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<td>$1,830.00</td>
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<td>Total Annual License Fees:</td>
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<td>$41,175.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$42,090.00</td>
</tr>
</tbody>
</table>

IV. Term and Termination. This Schedule shall commence as of the Effective Date, and shall continue for three (3) years thereafter, unless earlier terminated pursuant to the Agreement.
PROJECT NUMBER 44008
AMENDMENT #10 TO
MASTER SERVICES & LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as “Amendment Number 10”) shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, November 3, 2016, November 28, 2016, November 1, 2017, and October 31, 2018 (hereinafter referred to as “Master Agreement”), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 (hereinafter referred to as “OptumInsight”), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as “UMMC”).

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 10, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) UMMC has a need for custom data files as specified in the Custom Data for Use with Epic Systems Product Schedule which is attached to this Amendment Number 10 and OptumInsight agrees to provide such data pursuant to the terms of the Master Agreement and this Amendment Number 10 upon signature at the prices stated in the attached.

2) The custom data files will be provided to UMMC through OptumInsight's affiliate, Optum360 Solutions, LLC which agrees to be bound by the terms of the agreement applicable to OptumInsight for purposes of this Amendment Number 10.

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

By: [Signature]

Printed Name: Craig P. Ogden, Ph.D.
Title: Executive Director
Date: 6-18-2019

OptumInsight, Inc.

By: [Signature]

Printed Name:Scott Iversen
Title: CDO - Claims & Payment Services
Date: 6/11/2019

University of Mississippi Medical Center

By: [Signature]

Printed Name: LouAnn Woodward M.D.
Title: Vice Chancellor for Health Affairs
Date: 6/17/2019
CUSTOM DATA FOR USE WITH EPIC SYSTEMS
PRODUCT SCHEDULE

1. Subscription to Data.

A. License. Customer hereby licenses from OptumInsight and OptumInsight agrees to license to Customer the databases marked below (all of which are deemed to be “Data” under the Master Agreement). Customer represents and warrants that Customer has a license to use CPT codes in connection with the Epic Systems applications.

B. Custom Data Files for Use with Epic Systems Corporation’s Application Systems: National Coverage Determination (“NCD”) and Local Coverage Determination (“LCD”) Data FOR THE FOLLOWING STATES (Data will be for the contractor as of the Effective Date and any replacements for that contractor):

<table>
<thead>
<tr>
<th>List State</th>
<th>Part A</th>
<th>Part B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

C. State Level Medicaid Editing (“SLME”) Data for all states which Optum has then-currently developed and makes generally available. As of the Amendment Effective Date, the SLME Data will be provided for each state and rule category if available and if indicated below, and any replacements as they are made. Additional states and their respective categories may be added as states become available upon written amendment executed by all parties.

<table>
<thead>
<tr>
<th>State</th>
<th>Part B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi</td>
<td>Yes</td>
</tr>
</tbody>
</table>

D. Community Connect Partners: Customer may permit its Community Connect Partner(s) (defined below) to receive electronic medical record hosting services through Customer’s use of the Data in accordance with the terms of this Schedule. Customer represents and warrants that it shall bind each Community Connect Partner, listed below, to the terms in this Schedule that are applicable to Customer (including any terms associated with: the use of CPT codes, confidentiality, licensed use, fees, billing, audit, and/or claims amount reporting). Community Connect Partners are non-affiliated providers that access Customer’s single Epic system with Customer’s single Claims Manager Professional system.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi State Department of Health</td>
<td>570 East Woodrow Wilson Drive Jackson, MS 39216</td>
</tr>
</tbody>
</table>

Customer may add additional Community Connect Partners upon written amendment executed by all parties.
E. **Limitations on Use.** Customer may not modify the Data or create any derivative works based on the Data. Customer may not use the Data to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer shall not disclose any of the Data outside Customer's entity, except as expressly permitted under this Schedule.

F. **Informational Tool.** The Data is provided to Customer for informational purposes only. Customer acknowledges that the Data is a tool that Customer may use in various ways in its internal business. OptumInsight disclaims any endorsement, approval or recommendation of particular uses of the Data other than internal or with respect to Customer's operations. Any reliance upon, interpretation of and/or use of the Data by Customer is solely and exclusively at the discretion of Customer. Customer shall not represent the Data in any way other than as expressed in this Schedule.

G. **Licensed Use of the Data Tables.** Customer's right to use the NCD, LCD, NME, and SLME tables (the "Data Tables") is limited to the uses stated in this paragraph. Customer acknowledges that the Data Tables are a tool that Customer may use solely in conjunction with the Claims Manager Software for purposes of editing claims based on local policy. Customer may use the Data Tables only in connection with the processing of Customer's own internal data for Customer's own internal business purposes and operations. Customer shall not use the Data Tables for the purpose of processing the data of or performing any services for any third party. Customer may not modify the Data Tables or create any derivative works based on the Data Tables. Customer may not use the Data Tables to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider. Customer may not use the Data Tables as a substitute for Customer's own judgment in setting and determining Customer's fee schedules and reimbursement levels.

II. **Delivery and Support.**

A. **Delivery and Updates.** After the initial delivery of the Data, the NCD/LCD Data will be updated monthly and the CCI/CCE Data will be updated quarterly.

B. **Technical Telephone Support.** Customer is entitled to OptumInsight's standard technical telephone support for the Data, at no additional charge, during OptumInsight's normal business/support hours of 7:00 A.M. to 6:00 P.M. Central Time, Monday through Friday. Technical telephone support consists primarily of answers to questions regarding installation, setup, data structure, design and updates. This service may not be used for training purposes. Customer may obtain training from OptumInsight at OptumInsight's then-current charges.

III. **Fees and Payment Terms.** Customer shall pay OptumInsight an annual license fee for the Data as set forth below. OptumInsight shall invoice Customer for the Year 1 fees upon execution of Amendment Number 10 by all parties. Thereafter, OptumInsight shall invoice Customer annually for the fees due each year on each anniversary of the Effective Date. Customer agrees to pay OptumInsight in accordance with Mississippi law on timely payments for purchases by public bodies, which generally provides for payment of undisputed invoices within forty-five (45) days from the date of the invoice.
<table>
<thead>
<tr>
<th>Database</th>
<th>Prorated Year 1 6/1/2019 to 10/31/2019</th>
<th>Year 2 11/1/2019 to 10/31/2020</th>
<th>Year 3 11/01/2020 to 10/31/2021</th>
<th>Year 4 11/01/2021 to 9/30/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custom NCD/LCD Data described above</td>
<td>$10,245.00</td>
<td>$15,965.00</td>
<td>$16,462.00</td>
<td>$17,038.00</td>
</tr>
<tr>
<td>SLME Data</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### IV. Term and Termination

#### A. Term
This Schedule shall commence on June 1, 2019, and shall continue until September 30, 2022, unless earlier terminated pursuant to the Master Agreement. Upon completion of the Initial Term, this Schedule may, upon the written agreement of the parties, be renewed for an additional term at fees not exceeding a 3.5% increase over the prior year's fees.

#### B. Effect of Termination or Expiration
Upon expiration or termination of this Schedule for any reason, Customer shall immediately: (1) discontinues all use of the Data and documentation, (2) remove the Data from all hard disks on all computers; (3) destroy all copies of the Data and documentation within the possession or control of Customer; and (4) provide to OptumInsight written certification that these actions have been accomplished.
PROJECT NUMBER 45276
AMENDMENT # 11 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 11") shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, November 3, 2016, November 28, 2016, November 1, 2017, October 31, 2018, and June 18, 2019 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 (hereinafter referred to as "OptumInsight"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Customer" and/or "UMMC").

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 11, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) OptumInsight agrees to extend Optum Transaction Testing Classic through September 30, 2022 as listed in Exhibit E-2, which is attached to this Amendment Number 11 and OptumInsight agrees to provide such services pursuant to the terms of the Master Agreement and this Amendment Number 11 upon signature of the prices stated in the attached.

2) The Optum Transaction Testing Classic will be provided to UMMC through OptumInsight's affiliate Optum360 Solutions, LLC which agrees to be bound by the terms of the agreement applicable to OptumInsight for purposes of this Amendment Number 11.

3) Exhibit E-1 in the Agreement, which is attached to Amendment Number 6 to the Agreement and deleted and replaced Exhibit E, shall be and hereby is augmented by the new Exhibit E-2, which is attached to this Amendment Number 11 and incorporated herein by reference. All references in the Agreement to "Exhibit E-1" shall be and hereby are revised to be "Exhibit E-1 and Exhibit E-2."

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: 7/2/19

OpumInsight, Inc.

By: [Signature]

Authorized Signature

Printed Name: Scott Iverson
Title: GM, Claims & Payment Services
Date: June 27, 2019

University of Mississippi Medical Center

By: [Signature]

Authorized Signature

Printed Name: LouAnn Woodward M.D.
Title: Vice Chancellor for Health Affairs
Date: 7/1/2019
EXHIBIT 2

EXHIBIT E-2

OPTUM

TRANSACTION TESTING CLASSIC PRODUCT SCHEDULE

Optum360 Solutions, LLC ("Optum") and Mississippi Department of Information Technology Services ("ITS"), as contracting agent for the University of Mississippi Medical Center ("UMMC" or "Customer") entered into this Product Schedule (the "Schedule") originally with an effective date of June 9, 2014, and amended in Amendment #6 with an effective date of June 9, 2017. This Schedule is incorporated into and made a part of the Master Services and License Agreement ("Agreement") between OptumInsight, Inc. and ITS, as contracting agent for UMMC, dated May 31, 2012. The parties agree to amend the Schedule as follows:

1. **Existing Schedule.** Except as set forth in this Amendment, all terms and conditions of the Schedule remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Schedule, this Amendment shall control.

2. **Term.** The parties agree to extend the term of the Schedule, beginning as of the date of this Amendment and ending September 30, 2022 (the "Renewal Term").

3. **Renewal Term Fee.** For each year of the Renewal Term, Subscriber agrees to pay Optum an annual license fee in the amounts set forth below:

<table>
<thead>
<tr>
<th>Renewal Period</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Amendment—June 8, 2020</td>
<td>$1,884.74</td>
</tr>
<tr>
<td>June 9, 2020—June 8, 2021</td>
<td>$1,950.71</td>
</tr>
<tr>
<td>June 9, 2021—September 30, 2022</td>
<td>$2,618.98</td>
</tr>
</tbody>
</table>

Subscriber agrees to pay all fees and expenses invoiced by Optum within (45) days after the date of each invoice in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, e.g., of the 1972 Mississippi Code Annotated. These payments shall entitle Subscriber to use the Optum Transaction Testing Service—Classic for the Renewal Term. Unless otherwise stated in the terms specified in the Schedule, all fees are non-refundable.
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 EncoderPro.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: [Signature]

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: October 31, 2019

Optum360, LLC

By: [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: [Signature]

Printed Name: LouAnn Woodward M.D.
Title: Vice Chancellor for Health Affairs
Date: October 31, 2019
EXHIBIT 2

EncoderPro.com Expert
Product Schedule

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this EncoderPro Product Schedule (the "Schedule"), with an Effective Date of December 1, 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 services: 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 referral 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, report, or the like) that could not have been created without the CPT coding 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>
<thead>
<tr>
<th>Product Name</th>
<th>Number of Users</th>
<th>Year 1 12/1/19-12/30/20</th>
<th>Year 2 12/1/20-11/30/21</th>
<th>Year 3 12/1/21-11/30/22</th>
</tr>
</thead>
<tbody>
<tr>
<td>EncoderPro.com Expert</td>
<td>50</td>
<td>$25,220.95</td>
<td>$26,745.35</td>
<td>$22,733.55*</td>
</tr>
<tr>
<td>Total Annual License Fees</td>
<td></td>
<td>$25,220.95</td>
<td>$26,745.35</td>
<td>$22,733.55*</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.
EXHIBIT 2

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:

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 reference 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 increases in the number of Users under this Schedule. Pursuant to Optum's agreement with the American Medical Association, a User is an individual employee or contractor of Customer who:

1. Accesses, uses, or manipulates Current Procedural Terminology ("CPT") coding contained in the 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.

Page 180 of 251
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 state/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</td>
</tr>
<tr>
<td>EncoderPro.com Professional</td>
<td>35</td>
<td>$4,635.75</td>
</tr>
<tr>
<td>EncoderPro.com Enterprise</td>
<td>35</td>
<td>$4,334.46*</td>
</tr>
<tr>
<td>Total Annual License Fees:</td>
<td></td>
<td>$4,544.75</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.
Cindy, this looks good. It is ready for UMMC’s and Craig’s signature. Thanks.

Jay

---

**Jay Woods**  
Special Assistant Attorney General  
MS Department of Information Technology Services  
601-432-8110 | www.its.ms.gov

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**Al Faulk, FACHE**  
Senior Director – Information Technology  
University of Mississippi Medical Center  
2500 North State Street  
Jackson, Mississippi 39216  
T: 601.815.9352  
afaulk@umc.edu  
www.its.umc.edu
Individuals who have received this information in error or are not authorized to receive it must promptly return or dispose of the information and notify the sender. Those individuals are hereby notified that they are strictly prohibited from reviewing, forwarding, printing, copying, distributing or using this information in any way.
ORDER FORM #00174305.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name: The University of Mississippi Medical Center
MSA Effective Date: January 19, 2015
Order Effective Date: The later of the dates beneath the parties' signatures below
Order Term: December 13, 2019 through December 12, 2020
Order Term in Months: 12
Currency: USD
Total Subscription Fees: $192,000

Payment #

1

Invoked upon Order Effective Date, due in accordance with the MSA
Total Due

|$192,000 |
---|---

<table>
<thead>
<tr>
<th>SKU</th>
<th>Service</th>
<th>Tenant Name</th>
<th>Cost per Month per Tenant</th>
<th>Deployment Tenant Subscription Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>DE</td>
<td>Deployment Tenant (&quot;Tenant&quot;)</td>
<td>user13</td>
<td>8,000</td>
<td>$96,000</td>
</tr>
<tr>
<td>DT</td>
<td>Deployment Tenant (&quot;Tenant&quot;)</td>
<td>user14</td>
<td>8,000</td>
<td>$96,000</td>
</tr>
</tbody>
</table>

Contact Name: Al Faulk
Street Address: 2300 N. State Street
City/Town, State/Region/Country: Jackson Mississippi 39216
Zip/Postal Code, Country: United States
Phone/Fax #: 601-815-9352
Email (required): afaulk@umc.edu

The Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

The validity of this Order Form is conditioned on Workday receiving a fully signed copy of this Order Form no later than noon Pacific Time on December 12, 2019. To deliver the Order Form to Workday, please email a copy to your main Workday contact as well as to signedcontracts@workday.com and request confirmation of receipt.
IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date, defined above.

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

[Signature]
CRAIG P. ORGERON
Name
EXECUTIVE DIRECTOR
Title
12/10/19
Date Signed

Workday, Inc.

[Signature]
Margie Duffel
Name
Senior Director, Customer Care & Support Programs
Title
Dec 6, 2019
Date Signed

The University of Mississippi Medical Center

[Signature]
LouAnn Woodward, M.D.
Name
Vice Chancellor for Health Affairs
Title
12/5/2019
Date Signed
II. Other Tenants. All Tenant Management requests must be logged via the Workday Case Management System. The Tenant may be "refreshed" during the next appropriate Workday scheduled maintenance window after having first logged such request in the Case Management System. Please note that there are periods of time when the Tenant will be unavailable outside the standard maintenance windows. Refer to the Calendar in the Workday Community for details. Deployment Tenants are for non-Production use only and are intended solely for planning, testing and training purposes. This Order Form will automatically terminate upon termination or expiration of the MSA. All fees hereunder are non-refundable and non-transferable and cannot be used as a credit toward any other fees due to Workday. If the fees due hereunder are not paid when due, Workday may suspend Customer's access to Deployment Tenants upon thirty (30) days prior written notice unless full payment is made within the notice period.
ORDER FORM #00197157.0

TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>The University of Mississippi Medical Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSA Effective Date</td>
<td>January 19, 2018</td>
</tr>
<tr>
<td>Order Effective Date</td>
<td>The later of the dates beneath the parties' signatures below</td>
</tr>
<tr>
<td>Currency</td>
<td>USD</td>
</tr>
<tr>
<td>Total Training Fees</td>
<td>$57,150.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment #</th>
<th>Payment Due Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Due in accordance with the MSA, invoices upon Order Effective Date</td>
<td>$57,150.00</td>
</tr>
<tr>
<td>Total Due</td>
<td></td>
<td>$57,150.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SKU</th>
<th>Training Offering</th>
<th>Price Per TC</th>
<th>Quantity</th>
<th>Training Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC</td>
<td>Training Credits (prepaid)</td>
<td>$635.00</td>
<td>90</td>
<td>$57,150.00</td>
</tr>
</tbody>
</table>

The Customer is responsible for providing an accurate email address below.

Customer Contact Information

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Al Faulk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>2900 N. State Street</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>Jackson, MS 39216</td>
</tr>
<tr>
<td>Country</td>
<td>USA</td>
</tr>
<tr>
<td>Phone/Fax #</td>
<td>(601) 815-9352</td>
</tr>
<tr>
<td>Email (required)</td>
<td><a href="mailto:afaulk@umc.edu">afaulk@umc.edu</a></td>
</tr>
</tbody>
</table>

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON DECEMBER 31, 2019. TO DELIVER THE ORDER FORM TO WORKDAY, PLEASE EMAIL A COPY TO YOUR MAIN WORKDAY CONTACT AS WELL AS TO SIGNEDCONTRACTS@WORKDAY.COM AND REQUEST CONFIRMATION OF RECEIPT.
IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the “Order Effective Date”, defined above.

<table>
<thead>
<tr>
<th>The University of Mississippi Medical Center</th>
<th>Workday, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>LouAnn Woodward, M.D</td>
<td>Jeff McClure</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Vice Chancellor for Health Affairs</td>
<td>VP, Education</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>12/5/2019</td>
<td>Nov 21, 2019</td>
</tr>
<tr>
<td>Date Signed</td>
<td>Date Signed</td>
</tr>
</tbody>
</table>

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

| Signature |
| Craig R. Orgeron |
| Name |
| EXECUTIVE DIRECTOR |
| Title |
| 12/18/19 |
| Date Signed |
WHEREAS, the City and County of Denver, Colorado, pursuant to Request for Proposals Number 7241 ("RFP" or "the RFP"), requested proposals for the acquisition of an Enterprise Resource Planning (ERP) Financial/Human Resource Management Software, Support; and

WHEREAS, Workday was the successful proposer in an open, fair, and competitive procurement process to provide the Services described above; and

WHEREAS, ITS has the right to re-use awards made by other governmental entities when certain conditions are met; and

WHEREAS, said conditions have been met; and

WHEREAS, the State has deemed it to be in the State's best interest to use the above referenced proposal as the basis for UMMC's request for the acquisition of an Enterprise Resource Planning (ERP) Financial/Human Resource Management Software, Support, and Workday has agreed to provide such Service to UMMC;

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

This Master Subscription Agreement, effective as of the later of the dates beneath the parties' signatures below ("Effective Date"), is by and between Workday, Inc. ("Workday") a Delaware corporation with offices at 6230 Stoneridge Mall Road, Pleasanton, California 94588 and Mississippi Department of Information Technology Services ("ITS"), an agency of the State of Mississippi, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 as contracting agent for The University of Mississippi Medical Center ("Customer"), with offices at 2500 North State Street, Jackson, Mississippi 37216. As Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

1. Provision of Service.
   1.1 Workday Obligations. During the Term of this Agreement, Workday shall: (i) make the Service and improvements available to Customer in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, verify Service Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties in accordance with this Agreement. Workday will provide service credits to Customer according to the Workday SLA Service Credit Exhibit attached here to.

   1.2 Customer Obligations. Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or
disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday ("Named Support Contacts"). Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Customer shall be liable for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

2. Fees.
2.1 Invoices and Payment. Subscription Service Fees and all other fees due hereunder will be invoiced to Customer in the United States and will be remitted by Customer from the United States. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable within forty-five (45) days from receipt of the invoice in accordance with Miss. Code Ann. §31-7-305. Workday may send all Customer invoices electronically (by email or otherwise). All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address. Upon Workday's request, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

2.2 Non-cancelable and non-refundable. Except as specifically set forth to the contrary under Section 6.2 “Warranty Remedies”, Section 7 “Indemnification by Workday”, Section 9.2 “Termination”, Section 9.3 “Availability of Funds” and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable.

2.3 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges under Section 7.2 “Good Faith Dispute”), at Workday’s discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.4 Non-Payment and Suspension of Service. If Customer’s account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full. Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.

2.5 Taxes. This section applies only if Customer has not provided Workday with a tax exemption certificate authorized and honored by applicable taxing authorities that covers all Transaction Taxes. The parties understand and agree that Customer is tax exempt per Miss. Code Ann. §27-65-105(a). Customer will provide Workday with a tax exempt certification document. Subscription Services Fees and all other fees invoiced pursuant to this Agreement do not include in its price any transaction taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes ("VAT"), excise, use, goods and services taxes ("GST/HST"), consumption taxes or similar taxes (collectively defined as "Transaction Taxes"). Subscription Service Fees and all other fees invoiced pursuant to this Agreement are payable in full and without reduction for Transaction Taxes and/or foreign withholding taxes (collectively defined as "Taxes"). Customer is responsible for paying all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer’s address listed in the first paragraph of this Agreement which will be used as the ship-to address on the Order Form, and invoiced and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in
and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 Grant of Rights. Workday hereby grants Customer (for itself and those of Customer's Affiliates and Authorized Parties for whom Customer enables access to the Service) a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and its Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form.

3.3 Restrictions. Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

3.4 Ownership of Customer Data. As between Workday and Customer, Customer owns its Customer Data.

3.5 Customer Input. Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an improvement. Customer shall have no obligation to provide Customer Input.


4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: https://www.transparency.mississippi.gov. Prior to its posting of the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

4.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.
4.5 Exclusions. Confidential information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section.

5. Customer Data.

5.1 Protection and Security. During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the Workday Security Exhibit attached hereto, and is further described in Workday’s most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or Industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". Each year, Workday will retain a nationally recognized public accounting firm to produce such an audit report relating to the Service at Workday’s cost. In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in Workday’s Security Exhibit and the Current Audit Reports. Workday will promptly remediate any material deficiencies identified in the Current Audit Report. Upon Customer’s request, Workday will provide Customer with a copy of Workday's then-current SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Workday’s independent third party auditor. Workday is self-certified to the EU-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce ("Privacy Shield") and will remain certified for the Term of the Agreement provided that the Privacy Shield is recognized by the European Commission as a legitimate basis for the transfer of Personal Data to an entity located in the United States. The Data Processing Exhibit attached hereto will apply to the processing of Personal Data (as defined in the Data Processing Exhibit). Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

5.3 Unauthorized Disclosure. If either party believes that there has been a Security Breach, such party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight hours or any shorter period as may be required by Law. Additionally, each party will reasonably assist the other party in mitigating any potential damage. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it except as such costs may be allocated pursuant to Section 5.3. As soon as reasonably practicable after any such Security Breach that is not clearly attributable to Customer or its Authorized Parties, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer.

5.3 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of Personal Data is caused by Workday’s breach of its security and/or privacy obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant Industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition.

NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO
6. Warranties and Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; and (iii) to the best of its knowledge, the Service does not contain any Malicious Code. Workday further warrants that it will not knowingly introduce any Malicious Code into the Service. Malicious Code, no matter how introduced, will be remedied in accordance with Section 6.2.

6.2 Warranty Remedies. In the event of a breach of the warranty set forth in Section 6.1 (i) or (ii), or upon the discovery of Malicious Code in the Service, (a) Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice through the date of remedy, if any. To receive financial warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer, but Customer's failure to notify Workday within such thirty (30) day period shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is somehow unable, or impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the thirty (30) day period. Notice of breaches of the warranty in Section 6.1(f) or (iii) shall be made through Workday's then-current error reporting system; notice of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of this Agreement. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with the Section entitled "Termination."

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification.

7.1 General Obligation to Defend. Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes any third party's Intellectual Property Rights; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement, pursuant to Section 7.2, of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent that the alleged infringement arises from: (d) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (e) use of the Service in a manner inconsistent with the Documentation; (f) use of the Service in combination with any other product or service not provided by Workday; or (g) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then use of the Service may be terminated at either party's option and Workday's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.
7.2 Consent to Defense and Settlement. In accordance with Miss. Code Ann. §7-5-1 Customer is represented by the Attorney General’s Office of the State of Mississippi, who has the obligation to defend claims against Customer and, in their sole discretion, may decide either to directly defend a Claim or delegate defense to Workday in accordance with Section 7.1(b). In the event that the Attorney General decides to directly defend a Claim that Workday should be indemnifying, Workday shall not be responsible for the cost of defense and must consent to any settlement or it will not be responsible for the cost of settlement. Workday agrees that it shall not settle any claim, suit or action where it is indemnifying Customer without the prior written consent of Customer and/or the office of the Attorney General of the state of Mississippi as required, such consent not to be unreasonably refused if the settlement unconditionally releases Customer of all liability.

7.3 Workday’s Defense of Infringement Claims not brought against Customer. The parties reasonably anticipate that Workday may receive infringement Claims involving the Service that do not name Customer as a defendant. The procedures in Sections 7.2 are inapplicable to Workday’s defense of such Claims, provided, however, that Workday shall settle such Claims in a manner reasonably calculated to prevent a later action against Customer for the same alleged infringement arising from Customer’s use of the Service.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY MISSISSIPPI LAW AND EXCEPT WITH RESPECT TO (I) WORKDAY’S INDEMNIFICATION OBLIGATIONS IN SECTION 7, (II) RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILFUL MISCONDUCT AND/OR FRAUD, (III) WORKDAY’S REMEDIATION OBLIGATIONS IN SECTION 5.3; OR (IV) CUSTOMER’S PAYMENT OBLIGATIONS,

(a) IN NO EVENT SHALL EITHER PARTY’S (OR WORKDAY’S AFFILIATES’ OR THIRD PARTY LICENSORS’) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWELVE (12) MONTH PERIOD

(b) WORKDAY’S AGGREGATE LIABILITY FOR ITS BREACH OF THIS AGREEMENT (INCLUDING THE DATA PROCESSING EXHIBIT) RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, OR BREACH OF ITS SECURITY, PRIVACY AND/OR CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE OR, FOR A CLAIM ARISING BEFORE THE SECOND ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWENTY-FOUR (24) MONTH PERIOD.

8.2 EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW SUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN AN ORDER
FORM ARE EXCLUDED AS WORKDAY'S LOST PROFITS. NOTWITHSTANDING THESE EXCLUSIONS THE PARTIES UNDERSTAND THAT MISSISSIPPI LAW AND COMMON LAW MAY PRECLUDE A PARTY FROM RELYING ON ANY CONTRACTUAL DAMAGES LIMITATION LANGUAGE WITHIN AN AGREEMENT WHERE THE PARTY SEEKING TO RELY ON SUCH LIMITATION ACTS FRAUDULENTLY OR IN BAD FAITH.

8.3 DIRECT DAMAGES. SUBJECT TO SECTION 8.1 AND NOTWITHSTANDING SECTION 8.2 ABOVE, THE PARTIES AGREE THAT WITH RESPECT TO WORKDAY'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND WORKDAY SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (I) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (II) LEGAL FEES, INCLUDING REASONABLE ATTORNEY’S FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH AND FOR CLAIMS DEFENDED BY CUSTOMER, AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH.

9. Term and Termination.
9.1 Term of Agreement. The Term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination. Either party may terminate this Agreement or any of the Order Forms, (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

9.3 Availability of Funds. It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement and any Order Form is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performance required under this Agreement. Customer shall in good faith seek appropriation of funds for payment of amounts due under Order Forms. If the funds anticipated for the payment of an Order Form or this Agreement are not forthcoming, or are insufficient, either through failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, Customer shall have the right to immediately terminate the applicable Order Form and/or this Agreement, without penalty. The effective date of termination shall be as specified in the notice of termination. Upon termination Customer will remit all amounts due and all costs reasonably incurred through the date of termination, to the extent of lawfully available funds, through the end of the then current fiscal period. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms.

9.4 Effect of Termination. Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled “Retrieval of Customer Data”) and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued and payable to Workday prior to the effective date of termination and termination for any reason other than for Workday's uncured material breach or the reasons set forth in Section 2.1 shall not relieve Customer of the obligation to pay all future amounts due under all order forms. Consistent with Miss. Code Ann. §7-7-27 Workday will issue a pro-rata refund of any unused previously paid fees.

9.5 Retrieval of Customer Data. Upon written request by Customer made prior to any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service solely for purposes of Customer retrieving Customer Data for a period of up to sixty (60) days after such request is received by Workday. After such sixty (60) days, Workday will have no obligation to maintain or provide any Customer Data
and shall thereafter, unless legally prohibited, delete all Customer Data by deletion of Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

9.6 Transition Period before Final Termination. Upon any termination of the Agreement, Workday shall, upon Customer's request, continue to provide the Service to Customer (except where Workday is enjoined) pursuant to the terms of this Agreement for a transitional period of up to twelve (12) months (the "Transition Period"). Access to the Service during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees for the Service during calendar period of the Transition Period if the Order Form has fees for such calendar period, and for any portion of the Transition Period not covered by pre-negotiated fees on the Order Form, based upon the annual fees for the twelve month period immediately preceding the termination date plus an additional five percent (5%) During the Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for breach by Customer, Workday may withhold the provision of transition Services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayemt of fees for further services, and (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period.

9.6 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Workday Obligations"; (ii) Section 3.2 "Grant of Rights"; and (iii) any Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

10.2 Insurance. Workday will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII authorized to do business in the Jurisdictions where the Workday services are to be performed.

(a) Workers' Compensation Insurance prescribed by applicable local law and Employer Liability Insurance with limits not less than $1,000,000 per accident per employee. This policy shall include a waiver of subrogation against Customer.

(b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than $1,000,000 (combined single limit for bodily injury and property damage) for each accident.

(c) Commercial General Liability Insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than $2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.
(d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than $10,000,000 per occurrence and in the aggregate.

(e) Crime policy with a limit of no less than $5,000,000 per occurrence and in the aggregate.

(f) Excess Liability/Umbrella coverage with a limit of no less than $9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

10.3 Notices. All notices under this Agreement shall be in writing and (a) personally delivered; (b) sent by electronic means provided that the original of such notice is sent by another means permitted in this Section 10.3; (c) certified United States mail, postage prepaid, return receipt requested, or (d) overnight courier with signed receipt to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 34211. Customer's address for notice is: UMMC, Office of General Counsel, 3400 North State Street, Jackson, MS 34216. Workday's address for notice is: General Counsel, Workday, Inc. 6230 Stoneridge Mall Road, Pleasanton, CA 94588 . Notice shall be deemed given when actually received or when refused if it is properly addressed. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), and/or, where Workday is in compliance with its security and backup obligations under this Agreement, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Mississippi, without regard to its conflicts of laws rules.

Workday, Inc.-UMMC-43920-Jan2018-Master Subscription Agreement
10.8 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

10.9 Federal Government End Use Provisions (if applicable). Workday provides the Service, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 225.227-7015 (Technical Data — Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a “need for” right not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

10.10 Use by other Entities. The parties agree that other public entities, including state agencies, local governments, local school systems, courts, and public institutions of higher education, may utilize the terms of this Agreement to purchase services from Workday. The parties understand that pricing is specific to utilization metrics and the choice of Workday Service components and that other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Order Form which references this Agreement and incorporates it by reference or may, at its option, choose to have a copy of this Agreement executed in its own name.

10.11 Publicity. Except as set forth herein, Workday shall not use Customer’s name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials, including but not limited to white papers. Notwithstanding the foregoing, Workday may use Customer’s name but not its logo in lists of customers and on its website, including, but not limited to, Workday’s community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer’s name in a verbal format.

10.12 Miscellaneous. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

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

10.14 Contracting Authority. By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services.
workday.

parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of the Customer’s or Workday’s contractual obligations, financial or otherwise, contained within an Order Form or this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer’s funding source. ITS is acting as a contracting agent and is not entitled to utilize the Service for its internal purposes or to provide directions to Workday in conjunction with Workday’s routine provision of the Service to The University of Mississippi Medical Center.

II. Definitions.
"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including the Workday Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means Customer’s or an authorized Affiliate’s Employees and third party providers authorized to access Customer’s Tenant(s) and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service’s security designation, or (iii) by system integration or other data exchange processes.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; and (c) each party’s business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions, and pricing of this Agreement (but not its existence or parties) subject to Section 4.3 which has specific conditions under which the terms, conditions, and pricing of this Agreement may be published or provided to third parties in accordance with Mississippi law.

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees and Authorized Parties relating to the operation or functionality of the Service.

"Documentation" means Workday’s electronic Administrator Guide for the Service (formerly known as the User Guide), which may be updated by Workday from time to time.

"Employee" or "Worker" means actual or prospective employees, students, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The Order Form defines how the Employee count is calculated for subscription fee purposes.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.
"Malleable Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Order Form" means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.

"Personal Data" means any information that is related to an identified or identifiable individual and has been provided by Customer or its Affiliates as Customer Data within the Workday Service to enable Workday to Process the data on its behalf.

"Production" means the Customer's or an Employee's use of or Workday's written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

"Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

"Service" means Workday's software-as-a-service applications as described in the Documentation and subscribed to under an Order Form.

"SLA" means the Workday Production Support and Service Level Availability Policy, which may be updated by Workday from time to time. No update shall materially diminish Workday's responsibilities under the Workday Production Support and Service Level Availability Policy.

"Subscription Service Fees" means all amounts invoiced and payable by Customer for the Service.

"Tenant" means a unique instance of the Service, with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"Tenant Base Name" is a naming convention that will be used in all of the tenant URLs provided by Workday, as specified in Customer's initial Order Form subscribing to the Service, and which shall remain constant throughout the Term.

"Term" has the meaning set forth in Section 9.1.
IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

<table>
<thead>
<tr>
<th>State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center</th>
<th>Workday, Inc.</th>
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<tr>
<td>Signature</td>
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<tr>
<td>Craig P. Orgeron, Ph.D.</td>
<td>Barbara Larson</td>
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<tr>
<td>Name: Craig P. Orgeron, Ph.D.</td>
<td>Name: Barbara Larson</td>
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<tr>
<td>Title: Executive Director</td>
<td>Title: Vice President, Finance</td>
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Approved as to Legal Form by:

Paula Goldman

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WORKDAY SLA SERVICE CREDIT EXHIBIT

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions

b. Second month in a rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service application

c. Third month in a rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service application

d. Fourth month in a rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service application

e. Fifth month in a rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service application

f. Sixth month in a rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service application

g. More than three months in a rolling six (6) month period: Within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.

h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.
Workday Production Support and
Service Level Availability Policy (SLA)

Workday's Software as a Service ("Service") is based on a multi-tenant operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Workday Master Subscription Agreement.

1. Technical Assistance Terms:
Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

2. Service Availability:
Workday's Service Availability commitment for a given calendar month is 99.5%.

Service Availability is calculated per month as follows:

\[
\frac{(Total - Unplanned Outage - Planned Maintenance)}{(Total - Planned Maintenance)} \times 100 \geq 99.5\%
\]

Definitions:
- Total is the total minutes in the month
- Unplanned Outage is total minutes unavailable in the month outside of the Planned Maintenance window
- Planned Maintenance is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday’s current weekly maintenance begins at 2:00 am (Eastern) on Saturday; monthly maintenance begins at 6:00 am (Eastern) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern) on Saturday. All times are subject to change upon thirty (30) days’ notice provided in the Workday Community (https://community.workday.com) and any such change shall not lengthen the duration of the associated maintenance window.

If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Workday production tenants at the Workday production data center's Internet connection points. Customer may request an availability report not more than once per month via the Customer Center (the Workday case management system).

3. Workday Feature Release and Service Update Process:
Periodically, Workday introduces new features in the Workday Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion. Specific information and timelines for Feature Releases and Service Updates can be found on the Workday Community (https://community.workday.com). Feature Releases will be performed during a weekend within any Planned Maintenance.

4. Service Response:
Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in five (5) seconds or more. Service Response is the processing time of the Workday production tenants.
Workday Production Support and 
Service Level Availability Policy (SLA)

in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via the Customer Center.

5. Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday production tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday production tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday production tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months, and will make available a written summary of the results of the most recent test available to Customers in Workday Community.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via the Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via the Customer Center.

7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Workday Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

8. Support Issue Production Severity Levels - Response and Escalation:

Response Time is the period from the time when Customer logs the Production case in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

In the event of a Severity Level 1 or 2 issue, if Customer is not satisfied with the progress of the case, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday support senior management is notified and a Workday escalation manager is assigned to work with Customer until the escalation is resolved.
Severity Level 1:

- **Definition:** The Workday Service is unavailable or a Workday issue prevents timely payroll processing, tax payments, entry into time tracking and/or financials closing (month-end, quarter-end or year-end).
- **Workday Response Commitment:** Workday will respond within thirty (30) minutes of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:

- **Definition:** The Workday Service contains an issue that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

- **Definition:** The Workday Service contains an issue that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four (4) hours of receipt of case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer’s satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.
Severity Level 4:

- **Definition:** The Workday Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.

- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.

- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future update and suggest potential workaround until the problem is resolved in a future update. Customer will be notified of status changes.

- **Escalation:** If progress is not being made to Customer’s satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.

- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 5 (including Customer Care and Operations Requests):

- **Definition:** Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Workday Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.

- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.

- **Resolution Commitment:** Workday will respond to request. Customer will be notified of status changes.

- **Escalation:** If progress is not being made to Customer’s satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.

- **Customer Commitment:** Customer will respond to Workday requests for additional information in a timely manner.

9. **Workday Support Scope:**

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Workday may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday’s support obligations. Service Level failures attributable to (i) Customer’s acts or omissions; and (ii) Force Majeure events shall be excused.

10. **Workday Web Services API Support:**

Workday recommends using the most recent version of the Workday Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. All announcements surrounding the WWS APIs will be communicated through Workday Community.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.
Security Exhibit

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday’s business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday’s security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer Data or Professional Services Data in Workday’s possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data or Professional Services Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data or Professional Services Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data or Professional Services Data; and
- Safeguard Information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday’s security program includes:

1. **Security Awareness and Training.** A mandatory security awareness and training program for all members of Workday’s workforce (including management), which includes:
   a) Training on how to implement and comply with its Information Security Program;
   b) Promoting a culture of security awareness through periodic communications from senior management with employees.

2. **Access Controls.** Policies, procedures, and logical controls:
   a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
   b) To prevent those workforce members and others who should not have access from obtaining access; and
   c) To remove access in a timely basis in the event of a change in job responsibilities or job status.

3. **Physical and Environmental Security.** Controls that provide reasonable assurance that access to physical servers at the production data center or the facility housing Workday’s SFTP Server, if applicable, is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls include:
   a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
   b) Camera surveillance systems at critical internal and external entry points to the data center;
   c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
   d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.

4. **Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any Security Breach. Such procedures include:
   a) Roles and responsibilities: formation of an internal incident response team with a response leader;
Security Exhibit

b) Investigation: assessing the risk the incident poses and determining who may be affected;

c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data or Professional Services Data;

d) Recordkeeping: keeping a record of what was done and by whom to help in later analysis and possible legal action; and

e) Audit: conducting and documenting root cause analysis and remediation plan.

5. Contingency Planning. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:

a) Data Backups: A policy for performing periodic backups of production file systems and databases or Professional Services Data on Workday’s SFTP Server, as applicable, according to a defined schedule;

b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:

i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and

ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.

c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.

6. Audit Controls. Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information.

7. Data Integrity. Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data or Professional Services Data and protect it from disclosure, improper alteration, or destruction.

8. Storage and Transmission Security. Security measures to guard against unauthorized access to Customer Data or Professional Services Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data or Professional Services Data stored on desktops, laptops or other removable storage devices.

9. Secure Disposal. Policies and procedures regarding the secure disposal of tangible property containing Customer Data or Professional Services Data, taking into account available technology so that Customer Data or Professional Services Data cannot be practically read or reconstructed.

10. Assigned Security Responsibility. Assigning responsibility for the development, implementation, and maintenance of its Information Security Program, including:

a) Designating a security official with overall responsibility;

b) Defining security roles and responsibilities for individuals with security responsibilities; and

c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.

11. Testing. Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Where applicable, such testing includes:
Security Exhibit

a) Internal risk assessments;
b) ISO 27001 and ISO 27018 certifications; and
c) Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports (or industry-standard successor reports)

12. Monitoring. Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
   a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
   b) Reviewing privileged access to Workday production systems; and
   c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.

13. Change and Configuration Management. Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases. Such policies and procedures include:
   a) A process for documenting, testing and approving the patching and maintenance of the Service;
   b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
   c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
      i) Cross-site request forgery
      ii) SQL injection
      iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
      iv) XML and SOAP attacks
      v) Weak session management
      vi) Data validation flaws and data model constraint inconsistencies
      vii) Insufficient authentication
      viii) Insufficient authorization

14. Program Adjustments. Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
   a) Any relevant changes in technology and any internal or external threats to Workday or the Customer Data or Professional Services Data;
   b) Security and data privacy regulations applicable to Workday; and
   c) Workday’s own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

15. Devices. All laptop and desktop computing devices utilized by Workday and any subcontractors when accessing Customer Data or Professional Services Data:
   a) will be equipped with a minimum of AES 128 bit full hard disk drive encryption;
Security Exhibit

b) will have up to date virus and malware detection and prevention software installed with virus definitions updated on a regular basis; and

c) shall maintain virus and malware detection and prevention software so as to remain on a supported release. This shall include, but not be limited to, promptly implementing any applicable security-related enhancement or fix made available by supplier of such software.

Definitions

"Professional Services" means consulting or professional services provided to Customer under an agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Lifecycle Deployment Program Terms and Conditions, the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Attachment, and/or the Consulting and Training Addendum and Amendment.

"Professional Services Data" means electronic data or information that is provided to Workday under a Professional Services engagement with Workday for the purpose of being input into the Workday Service, or Customer Data accessed within or extracted from the Customer’s tenant to perform the Professional Services.

"SFTP Server" means a Secure File Transfer Protocol server or its successor provided and controlled by Workday to transfer the Professional Services Data between Customer and Workday for implementation purposes.
DATA PROCESSING EXHIBIT

This Data Processing Exhibit ("DPE") forms part of the Master Subscription Agreement between Workday and Customer (the "Agreement") under which Workday provides the Workday Service to Customer.

Designated Data Center Location: United States

1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the Master Subscription Agreement and/or exhibits therein.

"Additional Products" means products, services and applications (whether made available by Workday or a third party) that are not part of the Service.

"Customer Audit Program" means Workday’s optional, fee-based customer audit program as described in the Order Form for Audit Program.

"Data Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"EU Data Protection Laws" means: (i) up to 25 May 2018, the Data Protection Directive 95/46/EC; and (ii) from 25 May 2018 onwards, the General Data Protection Regulation (EU) 2016/679.

"Data Protection Laws" means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, EU Data Protection Laws, and implementations of EU Data Protection Laws into national law.

"Data Subject" means the person to whom the Personal Data relates.

"EEA" means the European Economic Area.

"Personal Data" means any Customer Data that relates to (i) an identified or identifiable natural person or, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data under applicable Data Protection Laws).

"Processing or Process" means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

"Subprocessor" means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.

"Valid Transfer Mechanism" means a data transfer mechanism permitted by EU Data Protection Laws as a lawful basis for transferring Personal Data to a recipient outside the EEA.

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday in the course of providing the Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor, Processing Personal Data on Customer’s behalf.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer’s instructions. Customer instructs Workday to Process Personal Data to provide the Service in accordance with the Agreement (including this DPE). Customer may provide additional instructions to Workday to Process Personal Data, however
DATA PROCESSING EXHIBIT

Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, Workday is not responsible for complying with Data Protection Laws applicable to Customer or Customer’s Industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

3. Subprocessors

3.1 Use of Subprocessors. Customer agrees that Workday and Workday Affiliates may engage Subprocessors to Process Personal Data. Workday or the relevant Workday Affiliate shall ensure that each Subprocessor has entered into a written agreement requiring the Subprocessor to abide by terms no less protective than those provided in this DPE. Upon Customer’s request, Workday will make available to Customer a summary of the data processing terms. For the avoidance of doubt, the data processing terms that apply to Workday Affiliates when Processing Personal Data as a Subprocessor are those set out in this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday shall make available to Customer through Workday’s customer website a list of Subprocessors authorized to Process Personal Data (“Subprocessor List”) and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. This Section 3.3 shall apply only where and to the extent that Customer is established within the EEA or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday’s use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday’s notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify the Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and the Customer may immediately discontinue using the relevant portion(s) of the Service and may terminate the relevant portion(s) of the Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Service that were to be provided after the effective date of termination.

4. Data Center Locations and Data Transfers

4.1 Storage of Personal Data. Personal Data will be housed in data centers located in the Designated Data Center Location set forth herein unless the parties otherwise expressly agree in writing.

4.2 Access to Personal Data. Notwithstanding Section 4.1, in order to provide the Service Workday and its Subprocessors will only access Personal Data from (i) countries in the EEA, (ii) countries formally recognized by the European Commission as providing an adequate level of data protection (“Adequate Countries”) and (iii) the United States provided, in this case, that Workday makes available to Customer a Valid Transfer Mechanism. When Workday or its Subprocessors access Personal Data from outside the Designated Data Center Location for the purposes set forth above, Customer agrees that Personal Data may be temporarily stored in that country.

4.3 Privacy Shield. Workday, Inc. is self-certified under the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce (“Privacy Shield”) and complies with their requirements for handling, collecting and transferring Personal Data from the EEA and Switzerland to the United States in connection with the Service. Workday will remain certified for the term of the Agreement provided that the Privacy Shield is recognized as a Valid Transfer Mechanism.
DATA PROCESSING EXHIBIT

5. Rights of Data Subjects

5.1 Correction, Deletion or Restriction. Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer the ability within the Service to correct or delete Personal Data or restrict its Processing; or (ii) make such corrections, deletions, or restrictions on Customer’s behalf if such functionality is not available within the Service (with the choice between (i) and (ii) being at Workday’s discretion).

5.2 Access to Personal Data. To the extent a Data Subject’s Personal Data is not accessible to Customer through the Service, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

5.3 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, deletion or restriction of that person’s Personal Data (“Data Subject Request”). If Workday receives a Data Subject Request, Workday shall promptly redirect the Data Subject to Customer.

5.4 Data Portability. During the term of the Agreement, Customer may extract Personal Data from the Service in accordance with the Documentation and the relevant provisions of the Agreement, including so that Customer can provide the Personal Data to an individual who makes a data portability request under EU Data Protection Laws.

6. Government Access Requests

Unless prohibited by applicable law or a legally-binding request of law enforcement, Workday shall promptly notify Customer of any request by government agency or law enforcement authority for access to or seizure of Personal Data.

7. Workday Personnel

Workday shall take reasonable steps to require screening of its personnel who may have access to Personal Data, and shall require such personnel to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data and sign confidentiality agreements with Workday. Such confidentiality obligations shall survive the termination of employment.

8. Security

8.1 Breach Notification. Workday shall promptly notify Customer of any Security Breach in accordance with the relevant provisions of the Agreement.

8.2 Security Program. Workday shall implement appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data as set forth in the Security Exhibit.

9. Audit

Customer agrees that, except as otherwise provided in this Section, Workday’s then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday’s ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or data protection authority requires additional information or an audit related to the Service, such information and/or audit shall be made available in accordance with Workday’s Customer Audit Program.

10. Return and Deletion of Personal Data

Upon termination of the Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.
DATA PROCESSING EXHIBIT

11. Additional Products
Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then by such actions Customer is instructing Workday to cause the Service to allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer’s system administrator. This DPE does not apply to the Processing of Personal Data by Additional Products which are not part of the Service.

12. Additional European Terms
12.1 Subject-Matter, Nature, Purpose and Duration of Data Processing. Workday will Process Personal Data to provide the Service (operation and maintenance of a software-as-a-service application). The duration of Processing Personal Data shall be for the term of the Agreement.

13.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE.

13.2 Disclosure of DPE Terms. Customer or its Affiliates may only disclose the terms of this DPE to a data protection regulatory authority to the extent required by law or regulatory authority, such as notifications or approvals. Furthermore, Customer shall take reasonable endeavours to ensure that data protection regulatory authorities do not make this DPE public, including: (i) marking copies of this DPE as “Confidential and Commercially Sensitive”; (ii) requesting return of this DPE once the regulatory notification has been completed or approval granted; and (iii) requesting prior notice and consultation before any disclosure of this DPE by the regulatory authority.

13.3 Termination. The term of this DPE will end simultaneously and automatically with the termination of the Agreement, but Workday will continue to protect Personal Data in accordance with the terms of this DPE until all Personal Data is deleted from Workday’s systems.

13.4 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties’ data protection obligations.

13.5 Customer Affiliate Enforcement. Customer’s Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

i. the Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an “Affiliate Claim”) directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and

ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

13.6 Remedies. Customer’s remedies (including those of its Affiliates) with respect to any breach by Workday or its Affiliates of the terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement (the “Liability Cap”). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.

13.7 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.
# ORDER FORM # 00134657.0

TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Subscription / Workday Student Service – Education & Government

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSA Effective Date</td>
<td>See MSA executed herewith</td>
</tr>
<tr>
<td>Order Effective Date</td>
<td>The later of the dates beneath the parties’ signatures below</td>
</tr>
<tr>
<td>Order Term</td>
<td>January 19, 2018 through January 18, 2023</td>
</tr>
<tr>
<td>Order Terms in Months</td>
<td>60</td>
</tr>
<tr>
<td>Currency</td>
<td>USD</td>
</tr>
<tr>
<td>Total Subscription Fee</td>
<td>10,249,220</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment #</th>
<th>Payment Due Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Due in accordance with the MSA, invoiced upon Order Effective Date</td>
<td>1,024,922</td>
</tr>
<tr>
<td>2</td>
<td>Due on July 19, 2018</td>
<td>1,024,922</td>
</tr>
<tr>
<td>3</td>
<td>Due on first anniversary of the Order Term start date</td>
<td>2,049,844</td>
</tr>
<tr>
<td>4</td>
<td>Due on second anniversary of the Order Term start date</td>
<td>2,049,844</td>
</tr>
<tr>
<td>5</td>
<td>Due on third anniversary of the Order Term start date</td>
<td>2,049,844</td>
</tr>
<tr>
<td>6</td>
<td>Due on fourth anniversary of the Order Term start date</td>
<td>2,049,844</td>
</tr>
<tr>
<td>Total Subscription Fees</td>
<td>10,249,220</td>
<td></td>
</tr>
</tbody>
</table>

Workday Service SKU Table 1: Items in this table were included in the scope of RFP 7241.

<table>
<thead>
<tr>
<th>SKU</th>
<th>Service</th>
<th>Baseline FSE Worker Count for Order Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCM</td>
<td>Human Capital Management</td>
<td>9,321</td>
</tr>
<tr>
<td>CCB</td>
<td>Cloud Connect for Benefits</td>
<td>8,674</td>
</tr>
<tr>
<td>USP**</td>
<td>Payroll for United States</td>
<td>9,321</td>
</tr>
<tr>
<td>PRO*</td>
<td>Procurement</td>
<td>9,321</td>
</tr>
<tr>
<td>FIN*</td>
<td>Core Financials</td>
<td>9,321</td>
</tr>
<tr>
<td>GM*</td>
<td>Grants Management</td>
<td>9,321</td>
</tr>
<tr>
<td>Total SKU’s Pricing for ACV</td>
<td>$1,312,157</td>
<td></td>
</tr>
</tbody>
</table>

Workday Service SKU Table 2: Items in this table were not included in the scope of RFP 7241.

<table>
<thead>
<tr>
<th>SKU</th>
<th>Service</th>
<th>Baseline FSE Worker Count for Order Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>REC*</td>
<td>Recruiting</td>
<td>9,321</td>
</tr>
<tr>
<td>INV*</td>
<td>Inventory</td>
<td>9,321</td>
</tr>
<tr>
<td>EXP</td>
<td>Expenses</td>
<td>4,000</td>
</tr>
<tr>
<td>Total SKU’s Pricing for ACV</td>
<td>$597,687</td>
<td></td>
</tr>
</tbody>
</table>

*Customer agrees that the number of Additional FSE Workers for the service SKU will always be equal to the then-current number of Additional FSE Workers for HCAI minus Former Workers with Access.

**Customer agrees that at all times, the aggregate total number of Additional FSE Workers for Payroll for all Workday Payroll applications and Cloud Connect for Third Party Payroll must be equal to the then-current number of Permitted FSE Workers for HCAI minus Contingent Workers and Former Workers With Access.

Annual Fee per Additional FSE Worker per SKU

| HCM, USP, PRO, FIN, GM, REC, INV (combined) | 175.03 |
| CCB | 11.32 |
| EXP | 20.05 |
Workday Service SKU Table 3: Items in this table were not included in the scope of RFP 7241.

<table>
<thead>
<tr>
<th>SKU</th>
<th>Workday Student Service</th>
<th>Baseline FTE Student Count for Order Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSS</td>
<td></td>
<td>1,868</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total SKU's Pricing for ACV</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>$240,988</strong></td>
</tr>
</tbody>
</table>

**Annual Operating Budget**

$1,600,000,000

**Annual Subscription Fee per Additional FTE Student**

<table>
<thead>
<tr>
<th></th>
<th>Pen</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSS</td>
<td>$121.95</td>
</tr>
</tbody>
</table>

**Number of Named Support Contracts**

6

*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

**Tenant Base Name**

umc

*Tenant Base Name is the naming convention that will be used in all of the Tenant URLs provided by Workday, which shall remain constant.

<table>
<thead>
<tr>
<th>Customer Contact Information</th>
<th>Billing</th>
<th>Customer Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Paul Veregge</td>
<td>Paul Veregge</td>
</tr>
<tr>
<td>Street Address</td>
<td>2500 N State St</td>
<td>2500 N State St</td>
</tr>
<tr>
<td>City/Town, State/Region/County, Zip/Post Code, Country</td>
<td>Jackson MS 39216</td>
<td>Jackson MS 39216</td>
</tr>
<tr>
<td>Phone/Fax #</td>
<td>(601) 984-1000</td>
<td>(601) 984-1000</td>
</tr>
<tr>
<td>Email (required)</td>
<td><a href="mailto:paul.veregge@umc.edu">paul.veregge@umc.edu</a></td>
<td><a href="mailto:paul.veregge@umc.edu">paul.veregge@umc.edu</a></td>
</tr>
</tbody>
</table>

This Order Form is valid and binding as of the later of the dates of the parties' signatures and is subject to and governed by the MSA. The parties agree to the terms in the attached Addendum A and B. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.
IN WITNESS WHEREOF, this Order Form is entered into as of the Order Effective Date.

<table>
<thead>
<tr>
<th>State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center</th>
<th>Workday, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Craig P. Orgeron</td>
<td>Barbara Larson</td>
</tr>
<tr>
<td>Executive Director</td>
<td>Vice President, Finance</td>
</tr>
<tr>
<td>1/19/19</td>
<td>1/18/18</td>
</tr>
</tbody>
</table>

Date Signed
ADDENDUM A
ADDITIONAL ORDER FORM TERMS

1. General. Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. References to "annual" or "year" in this Order Form mean the consecutive 12-month period during the Order Term. The Total Subscription Fee during the Order Term only includes use of the Service by up to the maximum stated number of full-service equivalent workers per SKU set forth in the "Baseline FSE Worker Count by SKU" table ("FSE Workers") as described in Workday Service SKU table 1 in addition to the Full Time Equivalent Students as set forth in the "Baseline FTE Student Count for Order Term" ("FTE Students") as described in Workday Service SKU table 2. FSE Workers and FTE Students may not be decreased during the Order Term. In all places in the MSA where the term "Authorized Parties" is used, it is agreed that Authorized Parties for use of Workday Service may include enrolled students of Customer, prospective students, applicants, parents of students, parents of applicants, former students, and alumni. The counting of FTE Students as described in Section 3 below includes only enrolled students and does not include prospective students, applicants, parents, former students, or alumni.

2. FSE Workers related to Workday Service SKU Tables 1 and 2. FSE Workers are calculated by mapping Customer's workers to each worker category below and then multiplying the number by the applicable percentage rate and then adding totals for each category of worker.

<table>
<thead>
<tr>
<th>Worker Category</th>
<th>Applicable Number</th>
<th>Applicable Percentage</th>
<th>FSE Worker Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-Time Employees</td>
<td>8,568</td>
<td>100.0%</td>
<td>8,568</td>
</tr>
<tr>
<td>Part-Time Employees</td>
<td>1,425</td>
<td>25.0%</td>
<td>356</td>
</tr>
<tr>
<td>Associates</td>
<td>3,155</td>
<td>12.5%</td>
<td>395</td>
</tr>
<tr>
<td>Former Workers with Access</td>
<td>0</td>
<td>2.5%</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>13,142</strong></td>
<td></td>
<td><strong>9,321</strong></td>
</tr>
</tbody>
</table>

The Service may be used by Customer only for the following categories of Employees/Workers:

"Full-Time Employee" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Part-Time Employee" is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.

"Former Worker With Access" is a former worker that continues to have access to the Service through the Employee Self-Service features.

Static Records related to former Workers may be maintained in the Service but shall be excluded from the calculation of FSE Workers. A "Static Record" is a record in the Service for a Worker with whom Customer has no further relationship as of the Effective Date and to whom Customer has not provided self-service access, and includes former Worker records used solely for historical reference. All other worker records are "Active Records".
3. FTE Students related to Workday Service SKU Table 3. FTE Students are calculated by mapping students to each student category below and then multiplying the number by the applicable percentage rate and then adding totals for each category of student.

### Sample Total FTE Student Calculation:

<table>
<thead>
<tr>
<th>Student Category</th>
<th>Applicable Number</th>
<th>Applicable Percentage</th>
<th>FTE Student Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time Equivalent Students reported to IPEDS</td>
<td>1,968</td>
<td>100%</td>
<td>1,968</td>
</tr>
<tr>
<td>Students not reported to IPEDS</td>
<td>0</td>
<td>25%</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>1,968</td>
<td></td>
<td>1,968</td>
</tr>
</tbody>
</table>

"Full Time Equivalent Students reported to IPEDS" is the total of the Full Time Equivalent Students most recently reported to the United States Department of Education through the IPEDS survey, utilizing the higher of the FTE calculated using the instructional hours and full-time and part-time reporting methods calculation for IPEDS FTE. In the event that the IPEDS report is discontinued or Customer ceases reporting to IPEDS, Full Time Equivalent Students reported to IPEDS shall be calculated for all students who are physically present at Customer's facilities or enrolled in a degree-seeking course with instructional hours by utilizing the most recent instructional hours IPEDS FTE calculation.

"Students not reported to IPEDS" is the total of individual students whose records are in active status in the Service and who are not included in the IPEDS reporting.

4. Growth. Customer must run a report 60 days prior to each anniversary of the Order Term start date to establish the number of Active Records per SKU and report the numbers no later than 30 days prior to the anniversary of the Order Term start date, as well as its IPEDS numbers for its most recent "as-of" October 15 IPEDS count date ("Annual Reporting Date"). If Customer has any one-time addition of workers or students (e.g., M&A) that would increase FSE Workers or FTE Students by 5% or more, Customer must report the number of additional workers or students 30 days prior to the date the workers are added to the Service ("Growth Event Reporting Date"). In each case, Customer must report the numbers to subscriptions@workday.com and Workday will determine the extent that the reported numbers exceed FSE Workers or FTE Students by applying the calculation described in Section 2 and 3 (such excess, "Additional FSE Workers" or "Additional FTE Students").

Customer agrees to pay fees for the Additional FSE Workers or FTE Students for each SKU to cover the period from (i) the anniversary of the Order Term start date immediately following the Annual Reporting Date or (ii) the date the workers or Students are added to the Service after a Growth Event Reporting Date, through the subsequent anniversary date (each a “Reporting Period”) at the Annual Fee per Additional FSE Worker per SKU or Annual Fee per Additional FTE Student set forth above. If there are Additional FSE Workers for the HCM SKU, then such Additional FSE Workers shall also automatically be applicable to any SKU marked with * in the Baseline FSE Worker Count by SKU table. Customer agrees to execute an Order Form documenting the additional fees due pursuant to this section.

5. Renewal. Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single five-year renewal term ("Renewal Term") at the below pricing:

<table>
<thead>
<tr>
<th>Renewal Term years</th>
<th>Annual Renewal Subscription Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of Renewal Term</td>
<td>Base Subscription Fee x (1.02 + CPI)</td>
</tr>
<tr>
<td>2nd year of Renewal Term</td>
<td>Previous year subscription fee x (1.02 + CPI)</td>
</tr>
<tr>
<td>3rd year of Renewal Term</td>
<td>Previous year subscription fee x (1.02 + CPI)</td>
</tr>
<tr>
<td>4th year of Renewal Term</td>
<td>Previous year subscription fee x (1.02 + CPI)</td>
</tr>
<tr>
<td>5th year of Renewal Term</td>
<td>Previous year subscription fee x (1.02 + CPI)</td>
</tr>
</tbody>
</table>

"Base Subscription Fee" means the Total Subscription Fee for the last 12 months of the Order Term ($2,049,844). The Annual Fee per Additional FSE Worker per SKU and Annual Subscription Fee per Additional FTE Student for

Order Form E&O (Student) - State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center ©2017 Workday v17.11.13 Page 5 of 9
the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fee per year in the table immediately above and averaged over the number of years in the Renewal Term. All fees for the Renewal Term will be paid in equal payments and are due by the first day of each corresponding year of the Renewal Term. If Customer wishes to procure any SKUs, FSE Workers or FTE Students for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

"CPI" means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average. All items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

6. Service Credits. Workday will provide SLA Service Credits as set forth in the MSA.

7. Additional Terms Applicable to Workday Student Service. Workday Student is not part of the Lifecycle Deployment Program. Workday may introduce additional components that will be sold separately for additional fees; the subscription to Student does not include these additional, separately sold and priced components. If Workday divides the core features listed in this paragraph into separate SKUs, Customer shall receive the rights to use such separate SKUs at no additional fee. A separate Order Form may be required to document such changes. Notwithstanding the foregoing, Customer shall not receive the rights to any new or separate components of the Service that were not a part of the Service described on this Order Form and for which Workday charges its customers an additional fee. Customer understands that the ability to track information about its faculty members and other workers is delivered through the features in the Workday HCM product, which requires a separate subscription.

8. Option to Acquire Additional Service Applications. At any time prior to the second anniversary of this Order Effective Date (the "Option Expiration Date"), Customer may acquire a subscription for the specific application(s) listed below for at least the minimum permitted number of FSE Workers as set forth below at the annual subscription fee rate set forth below. Any standard applicable terms of subscription for the Service applications acquired will apply. If Customer elects to exercise its option under this section, Customer will provide Workday with written notice by the Option-Expiration Date and a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

<table>
<thead>
<tr>
<th>SKU</th>
<th>Service</th>
<th>Minimum Number of Permitted FSE Workers</th>
<th>Fees per Additional FSE Worker (Annualized Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TT</td>
<td>Time Tracking</td>
<td>4,000</td>
<td>32.38</td>
</tr>
<tr>
<td>PRJT</td>
<td>Projects</td>
<td>4,000</td>
<td>37.72</td>
</tr>
<tr>
<td>LRN</td>
<td>Learning</td>
<td>9,321</td>
<td>20.05</td>
</tr>
<tr>
<td>PLN</td>
<td>Planning</td>
<td>9,321</td>
<td>20.05</td>
</tr>
<tr>
<td>PRA</td>
<td>Prism Analytics</td>
<td>9,321</td>
<td>24.74</td>
</tr>
</tbody>
</table>

*Customer agrees that the number of Additional FSE Workers for the service SKU will always be equal to the then-current number of Additional FSE Workers for HCM minus Former Workers with Access.
ADDENDUM B
WORKDAY SERVICE SKU DESCRIPTIONS

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

Human Capital Management
Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

Cloud Connect for Benefits
Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D Insurance, and COBRA administrators.

Workday Payroll for US
Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Workday Payroll for Canada
Workday Payroll for Canada supports the creation and management of Payroll for Canadian employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, income withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Create record of employment data. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Workday Payroll for the United Kingdom
Workday Payroll for the United Kingdom supports the creation and management of Payroll for United Kingdom employees. Configure earnings, deductions, accumulations, and balances. Manage worker tax data, payment elections and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Manage workers’ national insurance, student loan, and court order deductions and statutory payments associated to birth and adoption. Manage standard employee tax reporting including RTI.

Workday Payroll for France
Workday Payroll for France supports the creation and management of Payroll for French employees. Configure earnings, deductions, accumulations, and balances. Calculate, review/audit, and complete payrolls and settlement runs. Manage URSSAF, pole emploi and ARRCO-AGIRC contributions, loans and advances, and withholding orders deductions. Create and manage Healthcare/Disability/Contingency “Prévoyance” contributions. Manage DSN reporting.

Cloud Connect for Third-Party Payroll
Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).
Time Tracking
Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.

Projects
Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, initiatives, and work efforts.

Project Billing
Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

Learning
Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.

Expenses
Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Procurement
Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accounts for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Inventory
Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

Financial Performance Management
Workday Financial Performance Management provides financial consolidation, financial reporting and management reporting. Workday Financial Performance Management includes a connector that facilitates integration of accounting entries from third-party accounting and general ledger systems. Workday Financial Performance Management enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes including the ability to create baseline budgets, planning models, and forecast scenarios. Workday Financial Performance Management may not be used as a transaction system and does not include contracts, billing, business asset accounting or tracking, cash management, customer accounts, revenue recognition, or supplier accounts.
Upgrade Planning to Financial Performance Management
Workday Financial Performance Management provides financial consolidation, financial reporting and management reporting. Workday Financial Performance Management includes a connector that facilitates integration of accounting entries from third-party accounting and general ledger systems. Workday Financial Performance Management enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes including the ability to create baseline budgets, planning models, and forecast scenarios. Workday Financial Performance Management may not be used as a transaction system and does not include contracts, billing, business asset accounting or tracking, cash management, customer accounts, revenue recognition, or supplier accounts.

Core Financials
Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.

Grants Management
Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.

Planning
Workday Planning enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes. Workday Planning includes the ability to create baseline budgets, planning models, and forecast scenarios.

Recruiting
Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

Prism Analytics (if and when available)
Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.

Prism Analytics Capacity Unit (if and when available)
Workday Prism Analytics Capacity Unit increases the licensed Workday Prism Analytics limits for both Published Data Rows and Data Storage for a particular Tenant for the remainder of the applicable Order Term.

Workday Student Service
Workday Student supports academic institutions in student recruiting, student application processing and admissions, managing courses, programs, enrollment and student records, academic advising, tracking financial aid, and managing student financial accounts. Workday Student includes dashboards and reports to support institutional effectiveness.

Order Form E&O (Student) - State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center ©2017 Workday v17.11.13

Page 9 of 9
**ORDER FORM # 00137144.0**

TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSA/Effective Date</td>
<td>See MSA executed herewith</td>
</tr>
<tr>
<td>Order Effective Date</td>
<td>The later of the dates beneath the parties’ signatures below</td>
</tr>
<tr>
<td>Currency</td>
<td>USD</td>
</tr>
<tr>
<td>Total Training Fees</td>
<td>$309,532</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment #</th>
<th>Payment Due Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Due in accordance with the MSA, invoiced upon Order Effective Date</td>
<td>$170,892</td>
</tr>
<tr>
<td>2</td>
<td>Due on first anniversary of the Order Term start date</td>
<td>$34,660</td>
</tr>
<tr>
<td>3</td>
<td>Due on second anniversary of the Order Term start date</td>
<td>$34,660</td>
</tr>
<tr>
<td>4</td>
<td>Due on third anniversary of the Order Term start date</td>
<td>$34,660</td>
</tr>
<tr>
<td>5</td>
<td>Due on fourth anniversary of the Order Term start date</td>
<td>$34,660</td>
</tr>
<tr>
<td>Total Subscription Fees</td>
<td>$309,532</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SKU</th>
<th>Training Offering</th>
<th>Price Per TC</th>
<th>Quantity</th>
<th>Training Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC</td>
<td>Training Credits (prepaid)</td>
<td>$570</td>
<td>239</td>
<td>$136,230</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SKU</th>
<th>Training Offering</th>
<th>Annual Rate</th>
<th>Years</th>
<th>Quantity</th>
<th>LOD Fees for Order Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>LODHCM10</td>
<td>Learn On-Demand – HCM Library 10 Initial Users</td>
<td>$5,000</td>
<td>5</td>
<td>1</td>
<td>$25,000</td>
</tr>
<tr>
<td>LODPAY10</td>
<td>Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users</td>
<td>$5,000</td>
<td>5</td>
<td>1</td>
<td>$25,000</td>
</tr>
<tr>
<td>LODTECH10</td>
<td>Learn On-Demand – Cross-Application Technology Library 10 Initial Users</td>
<td>$5,000</td>
<td>5</td>
<td>1</td>
<td>$25,000</td>
</tr>
<tr>
<td>LODEG10</td>
<td>Learn On-Demand – Education &amp; Government Library 10 Initial Users</td>
<td>$5,000</td>
<td>5</td>
<td>1</td>
<td>$25,000</td>
</tr>
<tr>
<td>LODFIN10</td>
<td>Learn On-Demand – Financials Library 10 Initial Users</td>
<td>$5,000</td>
<td>5</td>
<td>1</td>
<td>$25,000</td>
</tr>
<tr>
<td>Total LOD Fees for Order Term</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$125,000</td>
</tr>
</tbody>
</table>

LOD Order Term: January 19, 2018 through January 18, 2023

<table>
<thead>
<tr>
<th>SKU</th>
<th>Training Offering</th>
<th>Total Number of FSE Workers</th>
<th>AK Fee for Order Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>AK</td>
<td>Adoption Kit</td>
<td>9,321</td>
<td>48,202</td>
</tr>
</tbody>
</table>

AK Order Term: January 19, 2018 through January 18, 2023

Order Form (Training) - State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center

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The link to the LOD and Adoption Kit offerings will be delivered to the respective LOD and Adoption Kit Named User designated below. The Customer is responsible for providing accurate email addresses below.

<table>
<thead>
<tr>
<th>Customer Contact Information</th>
<th>Billing</th>
<th>LOD Named User/Training Coordinator</th>
<th>Adoption Kit Named User</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Paul Vergege</td>
<td>Paul Vergege</td>
<td>Paul Vergege</td>
</tr>
<tr>
<td>Street Address</td>
<td>2500 N State St</td>
<td>2500 N State St</td>
<td>2500 N State St</td>
</tr>
<tr>
<td>City/Town, State/Region/Zip/Post Code Country</td>
<td>Jackson MS 39216</td>
<td>Jackson MS 39216</td>
<td>Jackson MS 39216</td>
</tr>
<tr>
<td>Phone/Fax #</td>
<td>(601) 984-1000</td>
<td>(601) 984-1000</td>
<td>(601) 984-1000</td>
</tr>
<tr>
<td>Email (required)</td>
<td><a href="mailto:paul.vergege@umc.edu">paul.vergege@umc.edu</a></td>
<td><a href="mailto:paul.vergege@umc.edu">paul.vergege@umc.edu</a></td>
<td><a href="mailto:paul.vergege@umc.edu">paul.vergege@umc.edu</a></td>
</tr>
</tbody>
</table>

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the "Order Effective Date", defined above.

State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi  

[Signature]

Signature
Craig P. Orgeron
Name
Executive Director
Title
1/19/18
Date Signed

Vice President, Finance
Title
1/18/18
Date Signed
ADDITIONAL ORDER FORM TERMS - TRAINING

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail.

1. Training Terms. The Training Credits purchased under this Order Form expire eighteen (18) months from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in-person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in-person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday’s current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee.

2. Training Credit Bulk Purchase Option. Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any à la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

<table>
<thead>
<tr>
<th>Prepaid Training Credits Acquired</th>
<th>Rate Per Training Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 25</td>
<td>USD $650</td>
</tr>
<tr>
<td>26 - 50</td>
<td>USD $630</td>
</tr>
<tr>
<td>51 - 75</td>
<td>USD $610</td>
</tr>
<tr>
<td>76 - 100</td>
<td>USD $590</td>
</tr>
<tr>
<td>101-249</td>
<td>USD $570</td>
</tr>
<tr>
<td>250+</td>
<td>USD $550</td>
</tr>
</tbody>
</table>

3. On-Site Training Terms. On-site training at Customer’s site is subject to Workday’s approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.

4. Learn On-Demand Terms. The first Learn On-Demand (“LOD”) SKU of each Library purchased by Customer is for ten (10) Named Users. Each “5 Additional Users” SKU is for five (5) additional Named Users for the stated Library. A “Library” is a bundle of specific, related training concepts. Library offerings currently include: (i) “HCM”, (ii) “Cross Application Technology”, (iii) “Financials”, (iv) “Workday Payroll”, and (v) “Education & Government”. A “Named User” is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted.
without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of
the LOD content within a specific Library during the stated number of years above.

5. Adoption Kit Terms. The Adoption Kit includes: (i) all content listed in the applicable overview provided
therein as well as any additional content made generally available by Workday during the Adoption Kit Order Term, (ii) a
facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit Order
Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create
 derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to
promote internal use of the Service by Customer’s Employees. Customer shall reproduce all Workday proprietary rights
notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer
is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to
Workday’s underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all Improvements
and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with
Workday), whether arising from Customer’s own efforts or suggestions received from any source other than Workday, that
relate to the Adoption Kits (“Adoption Kit Improvements”). Customer grants to Workday a royalty-free, irrevocable license
to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that
Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use
restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action
in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit
Improvements should Workday create similar materials independently.

6. Miscellaneous Training Terms. Workday training is for use by Customer Employees and Authorized Parties only
and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training
or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday
training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday’s prior written
content. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used
as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses
attended by Customer’s Employees and Customer’s Authorized Parties. Workday may utilize an external learning
management system for training enrollment and tracking of course attendance. Customer understands that any such system is
not part of the Workday Service.
ORDER FORM # 00138732.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")
DELIVERY ASSURANCE - FIXED FEE

Customer Name: State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center

MSA/Effective Date: See MSA Executed herewith

Order/Effective Date: The later of the dates beneath the parties' signatures below

Order/Term: Sixteen-month period beginning on the Order Effective Date

Currency: USD

Total Consulting Fee: $365,055

<table>
<thead>
<tr>
<th>SKU</th>
<th>Consulting Engagement Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>DA</td>
<td>Delivery Assurance Checkpoint Reviews</td>
</tr>
<tr>
<td>DAPM</td>
<td>Delivery Assurance Project Management Reviews</td>
</tr>
</tbody>
</table>

The DA reviews will be limited to typical deployment activities only for the following:

- Service SKUs in Deployment Scope
  - WSS: 24
  - Number of Deployment Weeks: 6
  - Number of Countries in Scope for Absence: 6
  - Number of Performance Plans in Scope: 15
  - Number of Benefit Plans in Scope: 45
  - Number of Partner-Built Integrations in Scope: 20

Customer Contact Information

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Paul Verege</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>2500 N State St</td>
</tr>
<tr>
<td>City/Town, State/Region/County, Zip/Post Code</td>
<td>Jackson MS 39216</td>
</tr>
<tr>
<td>Country</td>
<td>United States</td>
</tr>
<tr>
<td>Phone/Fax #</td>
<td>(601) 984-1000</td>
</tr>
<tr>
<td>Email (required)</td>
<td><a href="mailto:paul.veregae@ummc.edu">paul.veregae@ummc.edu</a></td>
</tr>
</tbody>
</table>

Fees and Payment. This Order Form is for Workday’s standard delivery assurance consulting services to be provided during the Order Term on a fixed fee basis. The fixed fee amount does not include related travel and expenses. The Total Consulting Fee set for above will be invoiced upon execution of this Order Form. Expenses will be invoiced on a monthly basis as incurred. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.
### IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date, defined above.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
<th>Date Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Craig P. Orgeron</td>
<td>Executive Director</td>
<td>[Signature]</td>
<td>1/18/18</td>
</tr>
<tr>
<td>Barbara Larson</td>
<td>Vice President, Finance</td>
<td>[Signature]</td>
<td>1/18/18</td>
</tr>
</tbody>
</table>

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

**Workday, Inc.**
ADDENDUM A
ADDITIONAL ORDER FORM TERMS – DELIVERY ASSURANCE

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the “Agreement”). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

I. Description of Consulting Activities

A. Configuration Checkpoint Reviews (DA):

1. Configuration Prototype Tenant: This is a detailed review of the configuration of Customer’s prototype tenant that will be used for system testing. Workday’s Delivery Assurance team will review the configured application and document the findings for review by the Project Consultant, Project Manager, and Customer. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

2. Pre-Production Tenant: This is a detailed review of the configuration of the Customer pre-production tenant that will be moved into Production. Workday’s Delivery Assurance team will review the pre-production tenant and document the findings for review by the Project Consultant, Project Manager, and Customer. This review is conducted before the pre-production tenant is moved into Production. It serves as a final quality review of the tenant configuration. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

B. Integration Checkpoint Reviews (DA) for Partner-Built Integrations:

1. Architect Stage: For Partner-Built Integrations – Workday’s Delivery Assurance team reviews the approach for all partner-built integrations in scope and determines which integrations will require build reviews. The integration approach is then discussed in a meeting with the Project Manager, Project Consultants and Customer. The integration architect review occurs early in the project to ensure integrations are architected with best practices in mind. This includes activities such as reviewing the integration approach for functional use cases, data mapping, performance, and scalability. The review is performed prior to the build stage, although prototyping may occur during the architect stage. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

2. Build Stage: Workday’s Delivery Assurance team reviews the development of partner-built integrations identified in the Approach review as requiring a build review. The integration builds are then discussed in a consolidated meeting with the Project Manager, Project Consultants and Customer. The integration build review is a code and configuration review of integrations in scope for the build review and includes review of integration configurations such as attributes, maps, field overrides, and a code review for integrations such as Studio projects, XSLT for Enterprise Interface Builder. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

C. Delivery Assurance Project Management Reviews:

1. Plan Reviews: Workday’s Delivery Assurance Manager will review the Project Initiation documents and Cutover Plan to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.

2. Periodic check-in calls: Workday’s Delivery Assurance Manager will conduct scheduled calls to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.

3. Operational Readiness Review: Workday’s Delivery Assurance Manager will review the Operational Readiness Checklist completed by the Customer and provide recommendations based upon Workday’s standard deployment methodology.

4. Other Activities: Workday’s Delivery Assurance Manager will participate in project activities such as steering committee meetings and additional project related activities, such as project status meetings, as needed. Participation estimates are based on the Workday Delivery Assurance Manager attending one steering committee meeting and a one-hour periodic project status meeting each month during the project.
II. Conditions

A. Workday anticipates that the reviews included in this Order Form will be performed 100% offsite. Any onsite work will be agreed to by both parties.

B. Customer is responsible for the timely coordination of its internal resources as necessary. If Customer's responsibilities hereunder are delayed for any reason, Customer understands that Workday's ability to staff the project may be impacted, a change order may be required and additional fees may be due. The fees are based on the deployment scope described in this Order Form and only cover work performed during the Order Form. Any changes to the scope may impact both the time required to complete the reviews and the total fees. If Customer desires any changes to the scope, the additional work will be subject to a separate Order Form. This Order Form is non-cancelable and fees are non-refundable.

III. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing the reviews or guidance, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto are Workday Intellectual Property Rights.

IV. Warranty and Disclaimer

This Order Form is for professional services rather than the Service. Accordingly, the warranties in the Agreement are inapplicable. Instead, Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives prompt written notice to Workday which describes any deficiencies. In the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the review. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REVIEWS AND GUIDANCE.
ORDER FORM # 00156964.0

TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)
(DELIVERY ASSURANCE – CHANGES FOR ACTIVE PROJECT ONLY)

Customer Name: The University of Mississippi Medical Center

MSA Effective Date: January 19, 2018
Order Effective Date: The later of the dates beneath the parties’ signatures below
Original Order Form #: 138132.0
Currency: USD
Total Additional Estimated Consulting Fees: $0.00

This Order Form is supplemental to and is governed by the terms and conditions stated in the Original Order Form referenced above.

The Order Term of the Original Order Form is hereby extended and will end on July 30, 2021.

Customer Contact Information
Contact Name: Paul Vergeze
Street Address: 3500 N State St
City/Town, State Region County, Zip Post Code: Jackson MS 39216
Country: United States
Phone Fax #: (601) 994-1000
Email (required): paul.vergeze@ums.edu

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the MSA and Addendum A to the Original Order Form referenced above.
IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date, defined above.

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

[Signature]

Name

[Name]

Title

[Title]

Date Signed

[Date Signed]

Workday, Inc.

[Signature]

Name

[Name]

Title

[Title]

Date Signed

[Date Signed]

The University of Mississippi Medical Center

[Signature]

Name

[Name]

Title

[Title]

Date Signed

[Date Signed]
PROJECT NUMBER 44528
ADDENDUM #1 TO
MASTER SUBSCRIPTION AGREEMENT
BETWEEN
WORKDAY, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 43930)

This document (hereinafter referred to as "Addendum Number 1") shall serve to amend the original Master Subscription Agreement executed on January 19, 2018 (hereinafter referred to as "Agreement"), between Workday, Inc., a Delaware corporation having its principal place of business at 6110 Stoney Ridge Mall Road, Pleasanton, California 94588 (hereinafter referred to as "Workday"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "Suree".

NOW THEREFORE, ITS, Customer, and Workday, by entering into this Addendum Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement:

1) Article 10.3, "Notices" shall be amended so as to strike "5250" and replace with "6110".

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the above-referenced MSA as of the later of the dates beneath the parties' signatures below ("Effective Date").

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

Craig P. Opperon, Ph.D.
Name
Executive Director
Title
2/11/19
Date Signed

Barbara Larson
Signature
Vice President, Finance
Title
2/7/2019
Date Signed

ADDITIONAL SIGNATURE PAGE FOLLOWS

Addendum #1 to MSA - The University of Mississippi Medical Center
Workday, Inc. - UMMC-44528-Dec2018-Amendment #1

Page 1 of 2
The University of Mississippi Medical Center

Signature
LouAnn Woodward, M.D.
Name
Vice Chancellor for Health Affairs
Title
28/03/2019
Date Signed
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE JANUARY 16, 2020 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 101-310 – New Faculty and Staff Housing**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Change Order #2**

   Board staff approved Change Order #2 in the credit amount of $906.80 and six (6) additional days to the contract of Ergon Construction Group. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

   **Approval Status & Date:** APPROVED, January 15, 2020

   **Change Order Description:** Change Order #2 includes the following item: credit issued to change the underground electric bore service to add a sewer force main overhead service; added rain guards at twelve (12) exterior doors; installed additional fire sprinkler heads; and six (6) days to the contract.

   **Change Order Justification:** These changes were necessary due to changes in requirements made by the utility company; user/owner requested modifications and weather-related delays.

   **Total Project Change Orders and Amount:** Two (2) change orders for a total amount of $4,451.20.

   **Project Initiation Date:** April 20, 2017
   **Design Professional:** Architecture South, P.A.
   **General Contractor:** Ergon Construction Group
   **Total Project Budget:** $10,000,000.00

JACKSON STATE UNIVERSITY

2. **JSU– GS 103-286 – Stewart Renovation**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Change Order #4**
Board staff approved Change Order #4 in the amount of $6,772.66 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, January 16, 2020

Change Order Description: Change Order #4 includes the following items: credit issued for difference in electronic hardware allowance; modifications to the concrete masonry unit in four (4) window openings; modifications to a wall at existing door frames with varying heights; provided furr-downs at three (3) locations under existing beams; and changes in the laundry room to accommodate the new dryers.

Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies and latent job site conditions.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $142,083.85.

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

MISSISSIPPI STATE UNIVERSITY

3. MSU–GS 105-355 – Engineering & Science Complex

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of $11,365.36 and zero (0) additional days to the contract of West Brothers Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 27, 2020
Change Order Description: Change Order #5 includes the following items: added an American Disabilities Act ramp on Morrill Road; provided an MSU campus standard site sign in lieu of exterior metal letters; provided credit of revisions to the wood lab casework; deleted and revised the site masonry walls; revisions made to the mechanical, electrical and wall enclosures to the environmental chambers; added an ice maker wall box and plumbing connections for the ice maker in the general chemistry storage & prep labs; provided double wall ductwork in lieu of single wall ductwork in the student projects room; deleted the specified hardware sets for various doors; revised the details for a curtain wall window type.

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

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $996,157.28.

Project Initiation Date: June 18, 2015
Design Professional: Eley guild Hardy Architects – Jackson, P.A.
General Contractor: West Brothers Construction, Inc.
Total Project Budget: $34,000,000.00

4. **MSU- IHL 205-260– Expansion & Renovation to Davis Wade Stadium**

**Approval Request #1: Change Order #7**

Board staff approved Change Order #7 in the amount of $262,164.00 and zero (0) additional days to the contract of Harrell Contracting Group, LLC.

Approval Status & Date: APPROVED, January 13, 2020

Change Order Description: Change Order #7 includes the following items: work done on guardrails; additional paving work done; added an additional power connection; provided tactile warming strips; installed scuppers in lieu of roof drains at the main concourse; elevator work was performed to meet code requirements; doors replaced in two (2) suites; repaired glass in a stairway; cleanup of additional debris done; added a Nana wall sill plan flashing for leaks; and painted stair tower #2 fascia.

Justification: This change was necessary due to user/owner requested modifications.
Total Project Change Orders and Amount: Seven (7) change orders for a total amount of $3,768,289.27.

Project Initiation Date: May 19, 2011
Design Professional: LPK Architects, P.A.
General Contractor: Harrell Contracting Group, LLC
Phased Project Budget: $78,555,762.88
Total Project Budget: $80,000,000.00

5. MSU– IHL 205-301 – Music Building

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 February 7, 2020 to approve the budget increase on the Music Building project from $17,000,000.00 to $21,000,000.00, for an increase of $4,000,000.00.

Interim Approval Status & Date: APPROVED, February 7, 2020

Project Initiation Date: May 18, 2017
Design Professional: Allred Stolarski Architects
General Contractor: TBD
Total Project Budget: $21,000,000.00

6. MSU- Storm Drainage Salvage Timber Sale

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 February 7, 2020 to approve the request to sell timber that was damaged by a storm on the Brown Loam Experiment Station. The total sale will be approximately 20 acres and the revenue generated will aid in cleaning up the non-merchantable trees and repairing the fences damaged by the storm.

Interim Approval Status & Date: APPROVED, February 7, 2020
MISSISSIPPI UNIVERSITY FOR WOMEN

7. **MUW- GS 104-192– Demolition of Taylor and Keirn Hall**

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

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

   Board staff approved Change Order #1 in the amount of $280,000.00 and fifty-five (55) additional days to the contract of M&M Services, Inc.

   **Approval Status & Date:** APPROVED, February 6, 2020

   **Change Order Description:** Change Order #1 includes the following items: installed approximately 430 feet temporary natural gas pipe; the temporary 2-inch service was cased in a 4-inch sleeve within the north perimeter fencing; omitted approximately 430 feet of the 2-inch polypropylene gas pipe south of the west tie-in that is no longer required for building services; installed the work as described in alternate #1 for soil excavation, removal and placement, associated with a future building; pricing to remain as originally bid; and thirty (30) 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; and for work as indicated herein.

   **Total Project Change Orders and Amount:** One (1) change order for a total amount of $280,000.00.

   **Project Initiation Date:** March 21, 2019
   **Design Professional:** JBHM Architects, P.A.
   **General Contractor:** M&M Services, Inc.
   **Total Project Budget:** $2,900,000.00
UNIVERSITY OF MISSISSIPPI

8. UM – GS 107-317 – Johnson Commons East Renovation

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of $37,085.25 and one hundred four (104) additional days to the contract of Legacy Construction Services.

Approval Status & Date: APPROVED, January 10, 2020

Change Order Description: Change Order #5 includes the following items: installed power and controls to the smoke dampers; added wiring of speakers and revised the speaker type in the ballroom; installed floor leveling material at the first floor; revisions made to the projection screen at the ballroom; revisions made to the acoustical panels; provided additional room signs; added a steel angle under the base if of the stair stringer; blanking off of the electrical covers behind two (2) markerboards was done; cast stone stair tread replaced at the south portico; railing was replaced at the north stairs; added two (2) additional storm drain inlets at the north side; installed valences for the blackout shades at the ballroom and banquet rooms; applied a special mineral stain on the limestone; revisions made to the site lighting pole base; and one hundred four (104) days to the contract.

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

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $401,333.51.

Project Initiation Date: November 15, 2012
Design Professional: Belinda Stewart Architects, P.A.
General Contractor: Legacy Construction Services
Total Project Budget: $8,745,000.00
9. **UM – IHL 207-428 – East Campus Electrical Modifications**

Approval Request #1: Change Order #6

Board staff approved Change Order #6 in the amount of $0.0 and one hundred eighty (180) additional days to the contract of McInnis Electric Co.

**Approval Status & Date:** APPROVED, January 10, 2020

**Change Order Description:** Change Order #6 includes the following items: nineteen (19) weather related days plus one hundred sixty (161) days to the contract.

**Change Order Justification:** These changes were necessary due to latent jobsite conditions, weather-related delays and user/owner requested modifications for work as indicated herein.

**Total Project Change Orders and Amount:** Six (6) change orders for a total amount of $290,971.78.

**Project Initiation Date:** June 1, 2017  
**Design Professional:** Corbett Legge & Associates, PLLC  
**General Contractor:** McInnis Electric Co.  
**Total Project Budget:** $2,220,000.00

10. **UM– IHL 207-446.1 – Crosby Hall Exterior Brick Investigative Demolition**

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of $264,941.00 to the apparent low bidder, Barnes & Brower, Inc.

**Approval Status & Date:** APPROVED, January 27, 2020

**Project Initiation Date:** November 15, 2018  
**Design Professional:** McCarty Architects  
**General Contractor:** Barnes & Brower, Inc.  
**Phased Project Budget:** $379,765.10  
**Total Project Budget:** $8,800,000.00
11. UM - IHL #207-456- Brevard Hall 3rd Floor BioMed Department

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, January 17, 2020

Approval Request #2: Design Development Documents

Board staff approved the Design Development Documents as submitted by McCarty Architects, P.A.

Approval Status & Date: APPROVED, January 31, 2020

Project Initiation Date: August 15, 2019
Design Professional: McCarty Architects, P.A.
General Contractor: TBD
Total Project Budget: $1,300,000.00

12. UM - IHL #207-457- Track and Field Locker Rooms

Approval Request #2: Design Development Documents

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

Approval Status & Date: APPROVED, January 15, 2020

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: TBD
Total Project Budget: $2,200,000.00
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

13. UMMC- IHL 209-559 – School of Population Health

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $121,032.72 and one hundred eight (108) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, January 15, 2020

Change Order Description: Change Order #1 includes the following items: added verge wash basins to the restrooms; modifications to the fire and smoke dampers; added blinds pockets; added two (2) receptacles to the reception desk; added an additional wireless access point location; added and relocated data outlets and receptacles; replaced and added fire alarm devices; credit issued for changing a door frame; prepped 2nd floor lobby for the memorial wall; added additional data and power receptacles; added a double arrow exit sign; added fire alarm strobe devices on fifth floor; modular furniture connections done; relocated feature wall power/data; sealed an opening in level six slab at the exhaust duct; added “Do Not Enter” signage inserts; added a fan to the existing energy recovery unit-1; and one hundred eight (108) days to the contract.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of $121,032.72.

Project Initiation Date: June 15, 2017
Design Professional: Foil Wyatt Architects & Planners, PLLC
General Contractor: Fountain Construction Company, Inc.
Total Project Budget: $5,000,000.00
SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Armstrong Law (statements dated 2/18/19 and 12/3/19) from the funds of Jackson State University. (These statements, in the amounts of $1,710.00 and $2,710.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE…………………………………………………………$ 4,420.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 12/16/19 and 12/16/19) from the funds of Mississippi State University. (These statements, in the amounts of $4,562.50 and $3,142.49, represent services and expenses in connection with general legal advice.)

TOTAL DUE…………………………………………………………$ 7,704.99

Payment of legal fees for professional services rendered by the Winfield Law Firm (statements dated 12/19/19 and 12/19/19) from the funds of Mississippi State University. (These statements, in the amounts of $264.00 and $214.50, represent services and expenses in connection with legal advice.)

TOTAL DUE…………………………………………………………$ 478.50

Payment of legal fees for professional services rendered by Holland & Knight (statement dated 12/6/19) from the funds of the University of Mississippi. (This statement, in the amount of $1,260.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE…………………………………………………………$ 1,260.00

Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PLLC (statements dated 12/27/19, 12/27/19, 12/27/19 and 12/27/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,485.00, $594.00, $940.50 and $132.00, represent services and expenses in connection with legal advice.)

TOTAL DUE…………………………………………………………$ 3,151.50
Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statement dated 12/19/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $2,410.14, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 2,410.14

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 12/10/19, 12/10/19, 12/10/19, 12/30/19 and 12/30/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,424.50, $1,164.69, $412.50, $1,221.00 and $7,409.31, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 11,632.00

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 12/19/19, 12/19/19, 12/19/19 and 12/20/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,530.50, $543.00, $825.00 and $2,539.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 6,438.00

Payment of legal fees for professional services rendered by Butler Snow (statement dated 12/5/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $2,595.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 2,595.00

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 12/10/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $4,610.70, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 4,610.70

Payment of legal fees for professional services rendered by Dornan Law Office, PLLC (statement dated 12/12/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $2,614.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 2,614.50
Payment of legal fees for professional services rendered by Wise Carter (statement dated 12/18/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $526.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE**………………………………………………………….$ 526.50

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

Reimbursement of expenses for professional services rendered by Larry Schemmel (statements dated 7/18/19 and 1/2/20) from the funds of Mississippi State University. (These statements represent expenses incurred in connection with the following patents/trademarks: “MSU Interlocking MS Baseball (Logo) 5-year renewal” - $650.00; and “MSU Trademark Registration Application (Pawprint Logo)” - $225.00, respectively).

**TOTAL DUE**………………………………………………………….$ 875.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 3/7/19, 3/7/19, 3/7/19, 3/7/19, 3/29/19, 3/29/19, 3/29/19 and 12/16/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “High Power Density, Full-Bridge Parallel Loaded Resonant DC-DC Converter for Low-Voltage, High Current Applications” - $940.00; “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” - $3,597.50; “Therapeutics for Breathing Disorders” - $280.00; “Novel Oximes for Reactivating Butyrylcholinesterase” - $944.00; “Novel Oximes for Reactivating Butyrylcholinesterase” - $858.00; “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” - $440.00; “Vibrio Assay Methods and Kits” - $910.50; and “Vibrio Assay Methods and Kits” - $825.00, respectively.)

**TOTAL DUE**………………………………………………………….$ 8,795.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 12/17/19, 12/17/19 and 12/19/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Unsymmetric CC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $6,598.50; “Unsymmetric CC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $867.62; and “Unsymmetric CC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $3,594.00, respectively).

**TOTAL DUE**………………………………………………………….$ 11,060.12
Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 11/25/19, 11/25/19 and 12/19/19) from the funds of the University of Mississippi. (These statements, in the amounts of $945.00, $50.00 and $245.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE…………………………………………………………$  1,240.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 12/12/17, 1/22/18 and 3/20/19) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: “Covalent Attachment of Bacteriophages to Plymeric Surfaces” - $1,003.00; “Covalent Attachment of Bacteriophages to Plymeric Surfaces” - $590.00; and “Covalent Attachment of Bacteriophages to Plymeric Surfaces” - $1,745.00).

TOTAL DUE…………………………………………………………$  3,338.00
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 30, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Amendment between Mississippi State University and the Mississippi Department of Agriculture and Commerce (MDAC). This is the renewal of an existing lease that originated June 3, 2015 with one previous extension. The MDAC is leasing from MSU office and laboratory space at the MSU Delta Research and Extension Center in Greenville, MS at which to house MDAC’s Weights and Measures Division employee. The term of this renewal period is two years from July 1, 2020 through June 30, 2022 at the original rate of $225 per month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

   b. **MVSU** – On January 16, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between Mississippi Valley State University and Rashad Spurlock for space within the Jacob Aron Student Center in which to offer licensed beautician/barber services. The term of the lease is four months to begin January 15, 2020 and end May 15, 2020 for $125 per month due on or before the first day of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

   c. **UM** – On January 30, 2020, Commissioner Alfred Rankins, Jr. approved the Facility Use Agreement between the University of Mississippi’s Institute for Public Service and Community Engagement and the Vicksburg Convention Center for use of facility space in which to hold the Mississippi Entrepreneurship Forum scheduled for April 2-3, 2020. The total cost of the agreement is $2,007 and is due in advance. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and with Board Policy 707.03 Approval of Prepayment for Goods or Services.

   d. **UM** – On January 30, 2020, Commissioner Alfred Rankins, Jr. approved the equipment and rental agreement between the University of Mississippi’s Athletics Department and DVSport, Inc. for an HD Instant Replay System. The rental cost for the equipment is $1,500 for a period of one year from July 1, 2019 through June 30, 2020. 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. **SYSTEM** – On January 8, 2020, Commissioner Alfred Rankins, Jr. reviewed and approved the FY 19 Q4 and FY 20 Q1 Quarterly Employment Reports which list all hires and all separations for the periods beginning April 1, 2019 through June 30, 2019, and July 1, 2019 through September 30, 2019, respectively. These
reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration.

f. **SYSTEM** – In accordance with Board Policy 401.0103 Salaries and Compensation, each institution is required to submit an annual report of the additional compensation paid to selected employees. Additional compensation includes any institutional pay outside of an employee’s regular contract rate. This could include additional pay for items such as teaching overloads, performing additional duties, athletic camp service, etc. On January 17, 2020, Commissioner Alfred Rankins, Jr. approved the submitted report for fiscal year 2019. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of the report will be maintained in the IHL Department of Finance and Administration for review.

g. **SYSTEM** - In accordance with Board Policy 702.03 Approval of Tuition, Fees, and Other Student Charges, each institution is required to submit a report of their annual participation/optional fees to the Board through guidelines established by the Commissioner’s Office. Participation/Optional Fees are defined in Board Policy 702.02 Definitions “as assessments for supplies, activities, or services made available to students or as fines for misconduct, violation of institutional policy, or violation of contractual agreements”. The fees became effective July 1, 2019 and remain in effect throughout the fiscal year ending June 30, 2020. On January 17, 2020, Commissioner Alfred Rankins, Jr. approved the FY 2020 Participation and Optional Fees Report. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of this report will be maintained in the IHL Department of Finance and Administration.

h. **SYSTEM** – In accordance with Board Policy 703.04 Institutional Scholarships, Tuition Waivers and Fellowships Subsection F Policy Guidelines, each institution is required to submit an annual summary of actual expended E&G Scholarships, Fellowships and Tuition Waivers for the past fiscal year. Included in this presentation would be a summary of the actual E&G student aid expenditures by financial aid category as well as the number of category award recipients. On January 17, 2020, Commissioner Alfred Rankins, Jr. reviewed and approved the FY 2019 presentation. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of this presentation will be maintained in the IHL Department of Finance and Administration.