CALL TO ORDER
INVOCATION
INTRODUCTION OF GUESTS

MINUTES
April 16, 2020 Regular Board Meeting Minutes ................................................................. 5

CONSENT AGENDAS  | Trustee Ford Dye

ACADEMIC AFFAIRS
1. SYSTEM – Tenure Clock Extension for COVID-19 Related Disruption in Faculty Teaching, Research, and Service .................................................................44

FINANCE
1. UM – Request for Approval to Enter an Agreement with Apogee Telecom, Inc. ................45
2. UMMC – Request for Approval of University Hospital Budget Escalation for FY2020 ..........47
3. UMMC – Request for Approval of Consolidated Budget Escalation for FY2020.................49
4. UMMC – Request for Approval to Enter an In-Hospital Dialysis Services Agreement with Bio-Medical Applications of Mississippi, Inc. ........................................51
5. UMMC – Request for Approval to Amend the Services Agreement with Cross Country Staffing, Inc. ........................................................................................................53
6. UMMC – Request for Approval to Enter an Amendment to the Current Standard Terms and Conditions with MediQuant LLC ..............................................................55
7. UMMC – Request for Approval to Enter an Instrument Lease Proposal with Werfen USA LLC d/b/a/ Instrumentation Laboratory ..........................................................57
8. UMMC – Request for Approval to Amend a Standard License Agreement with Wolters Kluwer Clinical Drug Information, Inc. .................................................................59

REAL ESTATE
Approval of Budget Increases and/or Changes of Scope/Funding Source(s)

IHL Projects
1. MSU – IHL 413-002 – Forest & Wildlife Facilities, Design Professional – Shafer-Zahner -Zahner, PLLC .................................................................64
LEGAL
1. ASU – Approval of Proposed Affiliation Agreement with Alcorn State University Foundation, Inc. .................................................................66
2. JSU – Approval of Proposed Affiliation Agreement with the Jackson State University National Alumni Association, Inc........................................80
3. JSU – Approval of Proposed Affiliation Agreement with the Jackson State University Development Foundation, Inc.........................................................................95
4. JSU – Approval of Proposed Affiliation Agreement with the Blue Bengal Athletic Association, Inc.........................................................110
5. JSU – Approval of Proposed Affiliation Agreement with the JSU Tiger Fund Athletic Foundation ....................................................................123
6. JSU – Approval of Proposed Affiliation Agreement with the Mississippi e-Center Foundation…..135
7. USM – Approval of Proposed Affiliation Agreement with The University of Southern Mississippi Athletic Foundation ................................................................................................................................148

PERSONNEL
1. Change of Status (USM) ........................................................................................................................................................................................................162
2. Sabbatical (MSU) ........................................................................................................................................................................................................162
3. Tenure (ASU, DSU, MUW, UM, UMMC, USM)...........................................................................................................................................................................162

REGULAR AGENDAS

ACADEMIC AFFAIRS | Trustee Steven Cunningham
1. STATE – 2020 Approval of Accreditation of Mississippi Nursing Degree Programs.............169

FINANCE | Trustee Tom Duff
1. SYSTEM – Request for Approval to Renew Property Insurance with Affiliated FM Insurance Company and Axis Surplus Insurance Company.................................................................171
2. SYSTEM – Request for Approval of a Deficit Appropriation for Fiscal Year 2020 for Additional Costs and Lost Revenues Related to the COVID-19 Pandemic .........................................................172
3. SYSTEM – Request for Approval of FY 2021 Tuition, Room and Board Rates........................173
4. UMMC – Request for Approval to Enter an Enterprise Agreement and Product Schedule with Roche Diagnostics Corporation ..................................................................................................................173
5. MSU – Request for Approval to Enter an Agreement with Southwest Airlines Co..................176
6. UMMC – Request for Approval to Enter an Agreement with Encore Medical, L.P. d/b/a DJO Surgical .................................................................................................................................178
7. UMMC – Request for Approval to Enter a Product Agreement with Johnson & Johnson Health Care Systems, Inc .........................................................................................................................179
8. UMMC – Request for Approval to Enter into a Product Pricing and Consignment Agreement with Smith & Nephew, Inc ..............................................................................................................181
9. UMMC – Request for Approval to Enter a Product Purchase Agreement with Zimmer US, Inc .........................................................................................................................................................183
10. UMMC – Request for Approval to Amend the Lease with Memorial Hospital at Gulfport ..........185

LEGAL | Trustee Ann Lamar
1. UMMC – Approval to Settle Tort Claim No. 1929.................................................................................................................................188
2. USM – Approval to Settle IHL Self-Insured Workers’ Compensation Claim No. 55-41223-1 ..........................................................................................................................................................188
ADMINISTRATION/POLICY | Commissioner Alfred Rankins, Jr.
1. SYSTEM – Approval of Committees Appointments by President Ford Dye ...............................................189
2. SYSTEM – Approval of Appointment of Representative to the University Press of Mississippi Board of Directors ..................................................................................................................189

INFORMATION AGENDAS | Commissioner Alfred Rankins, Jr.

FINANCE
1. IHL EXECUTIVE OFFICE – Mississippi Information Technology Services Supplement to the Master Agreement and Service Agreement with Ellucian Company L.P. .........................................191
2. UMMC – Mississippi Information Technology Services Software License and Application Service Provider Agreement with Change Healthcare Technologies, LLC ..................191
3. UMMC - Mississippi Information Technology Services Amendment 14 to the Master Services and License Agreement with OptumInsight, Inc.................................................................191

REAL ESTATE
1. SYSTEM – Real Estate Items Approved Subsequent to the April 16, 2020 Board Meeting
   Alcorn State University ..........................................................................................................................350
   Jackson State University .........................................................................................................................351
   Mississippi State University .....................................................................................................................352
   University of Mississippi .........................................................................................................................355
   University of Mississippi Medical Center ..............................................................................................357
   University of Southern Mississippi ........................................................................................................360

LEGAL
1. SYSTEM – Report of Payments to Outside Counsel ................................................................................362

ADMINISTRATION/POLICY
1. SYSTEM – Commissioner’s Notification of Approval.............................................................................367

ADDITIONAL AGENDA ITEMS IF NECESSARY
OTHER BUSINESS/ANNOUNCEMENTS
EXECUTIVE SESSION IF DETERMINED NECESSARY
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 held via teleconference 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 April 16, 2020 meeting. The following members participate: 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, and Dr. J. Walt Starr (by phone). The meeting was called to order by Hal Parker, President. Trustee Starr introduced Reverend Brian Seage, Bishop of the Episcopal Diocese of Mississippi, who provided the invocation.

Due to recommendations from the Mississippi State Department of Health for social distancing due to COVID-19, members of the Board participated in the meeting via teleconference. 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. This was a regular monthly meeting of the Board.

ANNOUNCEMENT

- Trustee Starr commented on the recent loss of a great Mississippian, Lenore Loving Prather. She was the first woman to serve as a Chancery Judge in Mississippi and the first woman to serve on the Mississippi Supreme Court Justice and the court’s first female chief justice. Nora Miller, President of Mississippi University for Women, spoke of a few landmark decisions Justice Prather wrote and about the scholarship that was endowed in her honor.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Starr, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meetings held on March 19, 2020 and April 10, 2020.

CONSENT AGENDAS

On motion by Trustee Cunningham, seconded by Trustee Martin, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas, as amended.

ACADEMIC AFFAIRS

1. SYSTEM – Approved the modification to the following academic unit:
   a. UM – Rename the Department of Legal Services to the Department of Criminal Justice & Legal Studies.
2. **SYSTEM** – Approved the degrees to be conferred in Spring 2020 provided each candidate has met all requirements for the degree.

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### Jackson State University

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Mississippi State University

**College of Agriculture and Life Sciences**

- Bachelor of Science: 224
- Bachelor of Landscape Architecture: 12
- Master of Agribusiness Management: 2
- Master of Agriculture: 0
- Master of Landscape Architecture: 2
- Master of Science: 15
- Doctor of Philosophy: 7

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

- Bachelor of Architecture: 17
- Bachelor of Fine Arts: 21
- Bachelor of Science: 52
- Master of Science: 0
- Master of Fine Arts: 0

**College of Arts and Sciences**

- Bachelor of Arts: 223
- Bachelor of Science: 310
- Bachelor of Applied Technology: 5
- Bachelor of Social Work: 22
- Master of Arts: 7
- Master of Science: 13
- Master of Public Policy and Administration: 5
- Doctor of Philosophy: 9

**College of Business**

- Bachelor of Business Administration: 285
- Master of Arts: 0
- Master of Business Administration: 54
- Master of Science Information Systems: 2
- Doctor of Philosophy: 0

**College of Education**

- Bachelor of Business Administration: 285
- Master of Arts: 0
- Master of Business Administration: 54
- Master of Science Information Systems: 2
- Doctor of Philosophy: 0
## Institution Degree to be Conferred

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**Mississippi University for Women**

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### Minutes of the Board of Trustees of State Institutions of Higher Learning

**April 16, 2020**

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**Mississippi Valley State University**

| Undergraduate                        |                                         |        |          |       |
| Bachelor of Arts                     | 25                                      |        |          |       |
| Bachelor of Arts in Mass Communication| 1                                       |        |          |       |
| Bachelor of Music                    | 5                                       |        |          |       |
| Bachelor of Science                  | 128                                     |        |          |       |
| Bachelor of Secondary Education      | 6                                       |        |          |       |
| Bachelor of Social Work              | 14                                      |        |          |       |
| **Graduate**                         |                                         |        |          |       |
| Master of Art                        | 1                                       |        |          |       |
| Master of Art in Teaching            | 2                                       |        |          |       |
| Master of Business Administration    | 16                                      |        |          |       |
| Master of Science                    | 25                                      |        |          |       |
| Master of Social Work                | 11                                      |        |          |       |
| **Total Undergraduate Degrees**      | **179**                                 |        |          |       |
| **Total Graduate Degrees**           | **55**                                  |        |          |       |
| **Total Degrees**                    | **234**                                 |        |          |       |

**University of Mississippi**

| College of Liberal Arts              |                                         |        |          |       |
| Bachelor of Arts                     | 528                                     |        |          |       |
| Bachelor of Fine Arts                | 7                                       |        |          |       |
| Bachelor of Music                    | 12                                      |        |          |       |
| Bachelor of Science                  | 80                                      |        |          |       |
| **School of Engineering**            |                                         |        |          |       |
| Bachelor of Engineering              | 10                                      |        |          |       |
| Bachelor of Science in Biomedical Engineering | 8 |        |          |       |

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FINANCE

3. UMMC – Approved the request to enter into a Blood Services Agreement with the American National Red Cross, Biomedical Services (ARC). This agreement will allow UMMC to have a secondary supplier for the provision of blood, blood products and reference testing services for patient sample analysis. The reference testing services determine the appropriate blood products for transfusion in complex patients. The term of this agreement is one (1) year, from May 1, 2020, through April 30, 2021. The total estimated cost over the one (1) year term is $1,000,000. UMMC has calculated a potential twenty percent (20%) over the committed orders of blood and blood products, as well as
projected needs for reference testing services. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

4. **UMMC** – Approved an Implementation Service Request (ISR) with Epic Systems Corporation under the current License and Support Agreement with Epic Systems Corporation (Epic) to aid UMMC in the operational build and implementation of the Cupid Cardiology Module, which is included in UMMC’s current licensed property. The purpose of the ISR is to provide Epic personnel to support UMMC in the operational build of the Cupid Cardiology Module included in UMMC’s current license property. The term of the ISR will begin upon last signature and continue until Cupid is live and operational which is expected to be April 30, 2022. The estimated cost for the ISR is $919,750.00. The total cost of the Agreement approved with Amendment Twenty-One (21) included projections for these services. The total estimated cost of the Agreement remains $105,083,182.99. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay fifty percent (50%) of the post live billable hours as part of the implementation support estimated to be $12,250. The amendment cost will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

5. **UMMC** – Approved the request to enter into a Services Agreement with Fidelis Companies (Fidelis) to provide legacy support for UMMC’s System Application and Products (SAP) Student Life Cycle Management System (SLCM). The SAP SLCM supplies mission critical business processes related to student academic and financial records at UMMC. Under the agreement, Fidelis will provide one (1) representative to deliver production support on the SAP SLCM, as well as aid in the implementation of the student information system module of Workday, UMMC’s Enterprise Resource Planning system (ERP). The term of the Agreement is two (2) years beginning April 22, 2020 and ending April 21, 2022. The total estimated cost of the agreement is $750,000. Fidelis’s hourly rate is $174.50 for an estimated total of forty (40) hours per week. This agreement will be paid for 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.

6. **UMMC** – Approved the request to amend its Lease Agreement with Golden Triangle Regional Airport Authority (Authority) to change the reference to UMMC’s aviation operations contractor. UMMC currently leases hangar space for use by medical helicopter personnel and adjacent ground space for the placement of a modular office facility. The term of the Lease Agreement remains nine (9) years, beginning April 1, 2018, and ending March 31, 2027. The amendment will be effective May 4, 2020 and end coterminous with the Lease Agreement on March 31, 2027. The total cost of the Lease Agreement over the nine (9) year term remains $324,000. The monthly rent of $3,000 includes hangar space, non-exclusive access to public parking, access to utilities, and signage. Under UMMC’s agreement with Med-Trans, Med-Trans will reimburse UMMC $2,650 per month for the lease costs. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the prepayment of the lease amount on the first day of each
month. The amended agreement will be funded by hospital patient revenue and reimbursement from Med-Trans. 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 amend its collection agreement with Hollis Cobb, Inc. to expand the scope of work to include collection of accounts with balances up to $2,500, where insurance has been filed, but has not yet been paid by the insurance company (“small balance”); and to add provisions regarding insurance, indemnification, and information security. As amended, the Agreement is for the collection of bad debt and small balance for both hospital and physician services. The amendment will be effective upon signature and end conterminously with the agreement. The term of the agreement remains five (5) years, beginning March 1, 2018, through February 28, 2023. The total estimated cost of the amended agreement is $7,000,000. The original estimated cost of this agreement was $4,281,988.92. Due to the expanded scope of services under the amended agreement, UMMC anticipates the need for an additional $2,706,478.40. Under the agreement, UMMC will pay a contingency fee of 10.75% on Bad Debt collections and 10% on Insurance Follow-up Proceed Accounts. The agreement will be funded by hospital patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

8. **UMMC** – Approved the request to enter into a Sales, License, and Service Agreement with Intuitive Surgical, Inc. (Intuitive) to purchase the da Vinci® Xi Dual Console Surgical System (da Vinci System), a piece of robotic equipment that performs precise, minimally invasive surgical procedures. The purchase includes the da Vinci System, instrumentation, accessories, software license and documentation needed to operate the system, service and maintenance, training, and the trade in of equipment currently owned by UMMC. Additionally, the Board approved the request to add and remove instruments and accessories from the agreement without seeking prior Board approval as long as adequate funds are available. The term of this agreement is five (5) years from the date of acceptance of the equipment, which is expected to be on or about May 15, 2020. The anticipated term of the agreement is five (5) years and fourteen (14) days, from May 1, 2020, through May 14, 2025. The total estimated cost over the five (5) year term is $7,550,000. The total cost includes the da Vinci System, delivery of the system, instrumentation, service and maintenance fees for years two through five. UMMC has included in the total cost an annual ten percent (10%) increase for potential cost increases and patient volume growth. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to prepay for service on an annual basis. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

9. **UMMC** – Approved the request to amend its agreement with ParkMed of Mississippi, LLC to reduce the number of locations providing valet services and to adjust the valet attendants’ hours of availability at the remaining locations. The term of the First Amendment is from May 1, 2020 through October 31, 2023. The total term of the amended agreement remains unchanged at five (5) years, from November 1, 2018 and expiring October 31, 2023. The amended estimated total cost of the agreement is $3,712,477.96 for
the five (5) year term. The amended estimated total cost includes variable cost for new locations added during the term of the agreement and as-needed services for special events. The agreement will be funded by General Funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

10. UMMC – Approved the request to enter into an agreement with Stryker Sales Corporation for the purchase and consignment of craniomaxillofacial, collectively neurosurgical (cranial) and maxillofacial (midface and mandible), implants, instrumentation, and supplies used in trauma and elective surgical procedures for adult and pediatric patients. The consignment option under the agreement will allow craniomaxillofacial products to be available at all times to UMMC surgeons, ensuring immediate treatment for trauma patients, without cost to UMMC until the implant systems are used. The Board also approved the request to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is for three (3) years, May 1, 2020 through April 30, 2023. The estimated cost of the agreement is $3,650,000.00 over the three (3) year term. This total includes a twenty percent (20%) annual price increase to allow for patient volume change. However, as this is a dual award for all craniomaxillofacial purchases, and it is unknown at this time which vendor’s product is selected for the specific patient, UMMC has requested its total projected need for these items from each of the proposed craniomaxillofacial vendors. The agreement will be funded by patient revenue. In 2019, UMMC sought proposals from vendors for craniomaxillofacial implants. Based on the analysis of proposals received, UMMC selected Stryker and Zimmer Biomet CMF & Thoracic, LLC (Zimmer) for all craniomaxillofacial implants, instrumentation, and supplies. The Board approved the separate agreement with Zimmer as shown below. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

11. UMMC – Approved the request to enter into an agreement with Zimmer Biomet CMF & Thoracic, LLC for the purchase and consignment of craniomaxillofacial, collectively neurosurgical (cranial) and maxillofacial (midface and mandible), implants, instrumentation, and supplies used in trauma and elective surgical procedures for adult and pediatric patients. The consignment option under the agreement will allow craniomaxillofacial implant products to be available at all times to UMMC surgeons, ensuring immediate treatment for trauma patients, without cost to UMMC until the implant systems are used. The Board also approved the request to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is for three (3) years, May 1, 2020 through April 30, 2023. The estimated cost of the agreement is $3,650,000.00 over the three (3) year term. This total includes a twenty percent (20%) annual price increase to allow for patient volume change. However, as this is a dual award for all craniomaxillofacial purchases, and it is unknown at this time which vendor’s product is selected for the specific patient, UMMC has requested its total projected need for these items from each of the proposed craniomaxillofacial vendors. The agreement will be funded by patient revenue. In 2019, UMMC sought proposals from vendors for craniomaxillofacial implants. Based on the analysis of proposals received, UMMC selected Zimmer and Stryker Sales Corporation
(Stryker) for all craniomaxillofacial implants, instrumentation, and supplies. The Board approved the separate agreement with Stryker as shown above. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

12. USM – Approved the request to enter a contract with Air Planning, LLC for air charter service for the University’s football team during its 2020 season. This agreement will be for four away games this fall using Allegiant Airlines. The term of this agreement will commence upon execution by both parties after approval by the IHL Board. The term will conclude at the end of the last scheduled flight on November 14, 2020. For this service, the University will pay the sum of $404,500 plus any fuel surcharges that result from market fuel prices. The fuel surcharges are currently estimated at $10,000 for a total contract amount of $414,500. The fuel basis for flights operated under this agreement is $3.00 per gallon. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay in accordance with the terms of the agreement. The agreement will be funded by Auxiliary Funds from the University’s Department of Athletics. 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

13. ASU – Approved the appointment of Canizaro Cawthon Davis as the design professional for GS 101-320, Campus Wide ADA Improvements. The project will provide ADA improvements across the campus to include but not limited to curb cuts, street crossings, sidewalk repairs, wayfinding and signage, and other ADA related improvements. The proposed project budget is $4,120,000. Funds are available from SB 3065, Laws of 2019 ($4,120,000).

14. MSU – Approved the initiation of IHL 205-308, College of Veterinary Medicine (CVM) Facility Expansion in Flowood, MS and appointment of Machado Patano, PLLC as the design professional. The project will expand the Animal Emergency and Referral Center in Flowood, MS by approximately 12,000 GSF. The Center is operated by the College of Veterinary Medicine. The proposed project budget is $5.6 million. Funds are available from Internal Funds ($5,600,000).

15. ASU – Approved the request to name the new Technology Classroom Building as the “Dr. Rudolph E. Waters Sr. Classroom Building”. Dr. Waters was a faithful contributor to the Alcorn State University Foundation for over 41 years, serving as treasurer, secretary, chairman of the nominating committee, and chairman of the Always Alcorn Annual Fund Campaign, dedicating many hours calling major gift donors encouraging their financial support to assist students and programs at Alcorn State University. Dr. Waters along with alumni, family and friends upon his retirement in 2005 committed to preserve his legacy at Alcorn State University by establishing the Dr. Rudolph E. Waters Sr. Endowment to support students with financial need at Alcorn.

16. MSU – Mississippi State University is accepting two parcels of property as required by a Federal Grant awarded to the University to operate Head Start facilities in Harrison County. The property will be held pursuant to a Notice of Federal Interest. 45 CFR Section 1303.47 requires that "the agency's governing body received a copy of the notice of federal interest
prior to the filing . . ." Accordingly, the Board acknowledges receipt of the Notice and the Federal Interest in the property. This land is being deeded to Mississippi State University from the Community Development Institute Head Start pursuant to a Federal Interest. The property will be held by Mississippi State University for the length of the grant. At the termination of the grant, the University will be required to transfer the property to the next grant recipient. The first parcel of land is situated in the Joseph Ladner Claim, Section 23, Township 7 South, Range 9 West and Part of Lot 7, Heikes-Biloxi Nurseries, Second Judicial District of Harrison County, Mississippi. The second parcel of land is situated in the NW corner of the NW ¼ of the SW ¼ of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, First Judicial District. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. The Attorney General’s Office has reviewed the Notice of Federal Interest between MSU and the United States Department of Health and Human Services, Administration for Children and Families (HHS/ACF) for compliance with applicable law and found it to be acceptable.

LEGAL

17. MSU – Pending approval by the Attorney General, the Board approved the request to modify a contract with the law firm of Mendelsohn Dunleavy, P.C., to perform services necessary in assisting the university in the practice area of intellectual property matters and specifically concerning the filing and prosecution of patent applications. This Modification #4 will extend the term of the contract for one (1) additional year or through April 30, 2021. The rates will be updated as follows: Kevin J. Dunleavy $350/hour, Steve Mendelsohn $350/hour, Garth Dahlen $350/hour, William Han $350/hour, Sandra Lex $225/hour, Kristina Sanchez $175/hour (U.S. Patent Agent only), Paralegal $100/hour. The maximum amount payable under this contract term is $75,000. This firm carries professional liability insurance in the amount of $1,000,000 per claim with an annual aggregate of $3,000,000. All other provision of the contract will remain in full effect.

PERSONNEL REPORT

18. Employment

Alcorn State University
Larry Orman; Chief Communication Officer/Vice President for Marketing and Communication; salary $100,000 per annum, pro rata; E&G Funds; 12-month contract; effective April 1, 2020

19. Change of Status

Jackson State University
Tammiko Harrison; from Executive Director of Budget and Financial Analysis, Division of Business and Finance; salary $120,000 per annum, pro rata; E&G Funds; 12-month appointment; to Acting Vice President/CFO, Division of Business and Finance; salary $150,000 per annum, pro rata; E&G Funds; effective February 26, 2020
20. **Tenure**

**Mississippi State University**

- Rachel Allison; *promotion to* Associate Professor; Sociology; effective August 16, 2020
- Salvador Bartera; *promotion to* Associate Professor; Classical & Modern Languages and Literatures; effective August 16, 2020
- Manav Bhatia; *promotion to* Associate Professor; Aerospace Engineering; effective August 16, 2020
- Kristin Boyce; *promotion to* Associate Professor; Philosophy & Religion; effective August 16, 2020
- David Buys; *promotion to* Associate Professor; Food Science, Nutrition & Health Promotion; effective July 1, 2020
- James Chamberlain; *promotion to* Associate Professor; Political Science & Public Administration; effective August 16, 2020
- Harish Chandler; *promotion to* Associate Professor; Kinesiology; effective August 16, 2020
- Kenya Cistrunk; *promotion to* Associate Professor; Sociology; effective August 16, 2020
- Mike Colvin; *promotion to* Associate Professor; Wildlife, Fisheries & Aquaculture; effective August 16, 2020
- Thu Dinh; *promotion to* Associate Professor; Animal & Dairy Science; effective August 16, 2020
- Joseph Faello; *promotion to* Associate Professor; Division of Business Meridian Campus; effective August 16, 2020
- Lamiaa Fassi; *promotion to* Associate Professor; Physics & Astronomy; effective August 16, 2020
- Melody Fisher; *promotion to* Associate Professor; Communication; effective August 16, 2020
- Christopher Fuhrmann; *promotion to* Associate Professor; Geosciences; effective August 16, 2020
- Margaret A. Hagerman; *promotion to* Associate Professor; Sociology; effective August 16, 2020
- Alicia Hall; *promotion to* Associate Professor; Philosophy & Religion; effective August 16, 2020
- Heather Jordan; *promotion to* Associate Professor; Biological Sciences; effective August 16, 2020
- Andrew F. Lang; Associate Professor; History; effective August 16, 2020
- Younghan Lee; *promotion to* Associate Professor; Kinesiology; effective August 16, 2020
- Laith Mazahreh; *promotion to* Associate Professor; Counseling, Educational Psychology & Foundations; effective August 16, 2020
• James McCurdy; promotion to Associate Professor; Plant & Soil Sciences; effective July 1, 2020
• D. Shane Miller; promotion to Associate Professor; Anthropology & Middle Eastern Cultures; effective August 16, 2020
• Debra Mlsna; promotion to Associate Professor; Chemistry; effective August 16, 2020
• Kelly M. Moser; promotion to Associate Professor; Classical & Modern Languages and Literatures; effective August 16, 2020
• Alicia Oliver; Associate Professor; Pathobiology & Population Medicine; effective July 1, 2020
• Yingge Qu; promotion to Associate Professor; Division of Business Meridian Campus; effective August 16, 2020
• Colleen N. Scott; promotion to Associate Professor; Chemistry; effective August 16, 2020
• Brian K. Smith; promotion to Associate Professor; Industrial & Systems Engineering; effective August 16, 2020
• Adam Skarke; promotion to Associate Professor; Geosciences; effective August 16, 2020
• Kasee Stratton; Associate Professor; Counseling, Educational Psychology & Foundations; effective July 1, 2020
• Peter Summerlin; promotion to Associate Professor; Landscape Architecture; effective August 16, 2020
• Betsy Swanson; promotion to Associate Professor; Clinical Sciences; effective July 1, 2020
• Gregg Twietmeyer; promotion to Associate Professor; Kinesiology; effective August 16, 2020
• Eric D. Vivier; promotion to Associate Professor; English; effective August 16, 2020
• Tianlan Wei; promotion to Associate Professor; Counseling, Educational Psychology & Foundations; effective August 16, 2020
• Tung-Lung Wu; promotion to Associate Professor; Mathematics & Statistics; effective August 16, 2020

Mississippi Valley State University
Sherill Morris-Francis; promotion to Associate Professor, Department of Criminal Justice; effective August 17, 2020

ADMINISTRATION/POLICY
21. ASU – Approved the request to bestow one honorary degree posthumously at the next commencement ceremony to be held in 2020. Supporting documents are on file at the Board Office.
REGULAR AGENDAS

ACADEMIC AFFAIRS

On motion by Trustee McNair, seconded by Trustee Hooper, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda.

1. SYSTEM – Approved for final reading the proposed amendments to Board Policy 602 Freshman Admission Requirements for University System institutions, Subsections B. Full Admission and C. Academic Placement Resulting from Various Deficiencies. (See Exhibit 1.)

FINANCE AGENDA

On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve items #1 and #2 as submitted on the Finance Agenda. Item #3 was pulled from the agenda. Trustee Gee Ogletree recused himself from voting on items #4 - #6 on the Finance Agenda by disconnecting from the call before there was any discussion or vote regarding the same. On motion by Trustee Duff, seconded by Trustee Starr, with Trustee Ogletree absent and not voting, all Trustees legally present and participated voted unanimously to approve items #4 - #6. Trustee Ogletree reconnected to the call following the conclusion of the discussion and vote on items #4 - #6 on the Finance Agenda.

1. SYSTEM – Approved a student health insurance policy for use by the university system. The insurer will be Wellfleet/Cigna and the insurance broker will be Arthur J. Gallagher. The purpose of the contract is to provide an insurance option for students to purchase directly, or for universities to purchase as a benefit for certain classes of student workers or employees. The goal of the system approach is to lower premium costs while maintaining health insurance coverage that meets Affordable Care Act and visa requirements. This contract will engage Gallagher for three policy years, including the servicing of any policy placement that results from Gallagher’s services. The insurance policy or policies will be for a one-year term with Wellfleet, although this agenda item includes an optional renewal with Wellfleet for a second year at the same premium amount. The policy terms may vary from university to university so as to have an effective date that coincides with the termination dates of each university’s current policies. Gallagher and Wellfleet will begin providing services soon after Board approval, although the term of individual insurance policies may have varying effective dates (to prevent overlap or gaps based on the termination dates of current policies). The base premium will be $1,994 per policy per year. With the inclusion of discount programs related to dental, vision, and 24/7 cognitive health therapy, the annual premium will rise to $2,004 per policy. This process has driven a 12.3% rate reduction, or a savings of about $280 per policy, in comparison to the rated average for 2019-2020 system policies. Assuming 3,000 students are insured
under this new policy, the annual aggregate savings should be approximately $840,000. This policy will also provide a negotiated policy for universities which did not currently have an option available. For international students, the policy will meet visa insurance requirements. Almost all coverage terms are either equivalent or improved compared to current policies. The aggregate annual premiums are expected to be close to $6 million, although total premiums may vary significantly based upon the number of insureds who elect to purchase policies. With all universities, except for UMMC, participating in the system program, 3,000 students are a reasonable estimate of insureds. If 3,000 students are insured, the aggregate annual premium range will be between $5,982,000 and $6,041,910, depending upon whether optional add-on services are purchased. Students will directly pay the premium for their policy, except for some student workers. Universities may elect to pay or supplement the premium cost for certain classes of student workers, such as graduate assistants, as an employment benefit or part of its payment structure. Expenditures for student health insurance by universities are determined by each university. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

2. **MSU** – Approved the request to enter an Agreement for Bookstore Services with Barnes and Noble College Bookstores, LLC to operate MSU’s campus bookstore. In return, MSU will receive a commission on sales generated through the bookstore. The initial contract term begins on July 1, 2020 and ends on June 30, 2030 with two options to renew for five additional years each. This is a revenue-generating contract. MSU anticipates the commissions from the contract to generate approximately $1,000,000 annually. In the first year, MSU’s commission is guaranteed to be $1,000,000. After the first year, MSU’s commission will be based on a graduating percentage of sales commission structure with a guarantee of 90% of the applicable percentage of sales commission from the previous year. Barnes and Noble is also spending $1,000,000 to design, construct, equip and install certain fixtures in the bookstore. Barnes and Noble will pay MSU a signing bonus of $579,000 and will provide various other payments on an annual basis. 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** – Request approval to amend its Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to extend the term an additional two (2) years, add a parking provision, and add indemnification and insurance requirements of MHG. Under the Sublease, UMMC leases approximately 5,440 square feet of clinic space at 8950 Lorraine Road in Gulfport, Mississippi, for use as a pediatric outpatient clinic. The term of the amended Sublease is fifty-one (51) months and five (5) days, from March 26, 2018, through February 28, 2022. The original Sublease term was twenty-seven (27) months and five (5) days. Amendment No. 1 extends the term an additional twenty-four (24) months. The total cost of the amended Sublease is up to $706,383.65 over the extended term. The original lease was approved for a total cost of $379,329.17. Effective July 1, 2020, UMMC’s base rent will be $10,984.27 per month, plus an estimated $63,432.08 in operating expense overages. Operating expenses were estimated based on historical use averages at this location, with a three percent (3%) annual inflation adjustment. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, UMMC also
requests a waiver to allow prepayment of rent on the first day of each month. This agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item for a two year term provided that UMMC provides the Board with a comprehensive update of Gulf Coast operations contained in report by UMMC Liaison dated April 8, 2020. (THIS ITEM WAS PULLED FROM THE AGENDA FOR FURTHER CONSIDERATION.)

4. UMMC – Approved the request to enter an Enrollment for Education Solutions and Amendment to Contract Documents with Microsoft Corporation to extend the term of the current Campus and School Agreement (CSA) for Volume Licensing of Microsoft Products/Services utilized by UMMC. The CSA covers software, servers, online services, applications, and cloud services. The purpose of the Amendment is to identify the discounted products and/or services purchased under the Enrollment form. The Agreement will allow UMMC to continue utilizing volume licenses currently in use at UMMC, as well as purchase various Microsoft products and/or services as needed. The term of the agreement is twelve (12) months, May 1, 2020 through April 30, 2021. The total term of the CSA is now forty-eight (48) months, from May 1, 2017, through April 30, 2021. The estimated cost of the Agreement is $1,409,000. The total cost of the CSA over the four (4) year term is $4,686,627.09. The agreement will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

5. UMMC – Approved the request to enter an agreement with Morris & Dickson Co., LLC for wholesale pharmacy distribution services. Additionally, the Board approved the request to amend the agreement to add or remove delivery locations under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is for five (5) years, from May 1, 2020, through April 30, 2025. The total estimated cost over the five (5) year term is $800,000,000. Wholesale distribution cost is based upon a markup established between the provider and the distributor. Markups, in the wholesale pharmaceutical industry, means the percentage of available discounts a provider can achieve based upon the provider’s purchase volume of pharmaceutical products. The more a provider spends on pharmaceuticals, in total, the greater the percentage discount or markup the provider will receive from the distributor. The estimated cost of the proposed agreement is dependent upon several variable factors, which include but are not limited to UMMC’s average monthly purchase volume, increase in the number of pharmacy locations, drug availability, and variance in the cost of manufacturing. The estimated cost is based on a twenty percent (20%) annual increase in drug costs, new specialty medications expected to come to market, and for volume growth in medication related outpatient administrations. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

6. UMMC – Approved the request to enter an agreement with Philips Image Guided Therapy Corporation to rent two (2) Volcano CORE Mobile Systems and purchase the associated disposable products, such as catheters, used with the systems. UMMC physicians use the Volcano CORE systems and disposables to treat patients with high-risk occlusive coronary and peripheral arterial disease. The Board also approved the request to add or remove
disposable products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is twenty-four (24) months, beginning upon execution by both parties which is expected to be on or about April 25, 2020, through April 24, 2022. The total estimated cost over the twenty-four (24) month term is $800,000. This amount includes an annual fifteen percent (15%) increase for potential patient volume growth. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

LEGAL AGENDA
Presented by Trustee Ann Lamar, Chair

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

1. UMMC – Settlement of Tort Claim No. 3145. (THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)

INFORMATION AGENDAS
Presented by Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS
1. SYSTEM – Intent to offer an existing degree program by distance learning:
   a. MSU – Master of Science in Conservation Education (CIP 13.1338).

FINANCE
2. UMMC - The Mississippi Information Technology Services (MS-ITS) approved Change Orders 5, 6 and Statement of Work for Post Production Support to the Master Services Agreement with Sierra-Cedar, Inc. on behalf of the University of Mississippi Medical Center (UMMC). The purpose of Change Order 5 allows for the use of Sierra Cedar’s proprietary Data Conversion Accelerator Tool used to assist with completing the data conversion between the legacy system and Workday. Change Order 6 extends the go live date for the Supply Chain Module Conversion of Workday to April 1, 2020 and increases the total project implementation budget due to increase in needed consultant hours. The Post Production Support SOW allows post go live support from Sierra Cedar for the Workday Human Capital Management, Finance and Payroll Modules. The Attorney General’s staff assigned to the MS-ITS reviewed the requests prior to execution. The Agreement, related Change Orders and Statement of Work are between Sierra-Cedar, Inc. and MS-ITS on behalf of UMMC.

REAL ESTATE
3. SYSTEM – The Board received the Real Estate items that were approved by the Board staff subsequent to the March 19, 2020 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 2.)
LEGAL
4. SYSTEM – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 3.)

ADMINISTRATION/POLICY
5. 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 March 10, 2020, Commissioner Alfred Rankins, Jr. approved the Ground Lease Agreement between Mississippi State University and the House Corporation of Mississippi Theta of Sigma Alpha Epsilon for the lease of Lot #1, Fraternity Hill Subdivision on the Mississippi State campus. The term of the lease is 50 years at a cost of $50.00. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
   b. MSU – On March 11, 2020, Commissioner Alfred Rankins, Jr. approved Lease Agreement between Mississippi State University and the MSU Research & Technology Corporation for approximately 352 square feet of space in the Thad Cochran Research, Technology & Economic Development Park for use by the MSU Small Business Development Center, as well as the request to make prepayments of the monthly lease payments under this Agreement. The term of the lease is three years beginning March 1, 2020, at a cost of $450 per month payable in advance on the first day of each calendar month, for a contract total of $16,200. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
   c. MSU – On March 12, 2020, Commissioner Alfred Rankins, Jr. approved Lease Agreement between Mississippi State University and the MSU Research & Technology Corporation for approximately 704 square feet of space in the Thad Cochran Research, Technology & Economic Development Park, as well as the request to make prepayments of the monthly lease payments under this Agreement. The leased space is for the use of the Boots to Business Revenue Readiness grant program. The term of the lease is 23 ½ months beginning March 15, 2020, at a cost of $880 per month for 23 months and $440 for the initial ½ month, for a contract total of $20,240. These monthly rental payments are payable in advance on the first day of each calendar month, pursuant to paragraph 4 of the agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
   d. MSU – On March 12, 2020, Commissioner Alfred Rankins, Jr. approved Lease Agreement between Mississippi State University and the MSU Research & Technology Corporation for approximately 352 square feet of space in the Thad Cochran Research, Technology & Economic Development Park, as well as the request to make prepayments of the monthly lease payments under this Agreement. The leased space is for the use of the Veterans Business Outreach Center. The term of the lease is 35 ½ months beginning March 15, 2020, at a cost of $440 per month
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
April 16, 2020

for 35 months and $220 for the initial ½ month, for a contract total of $16,60. These monthly rent payments are payable in advance on the first day of each calendar month, pursuant to paragraph 4 of the agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

e. **UMMC** – On March 10, 2020, Commissioner Alfred Rankins, Jr. approved the Venue Use Agreement between the University of Mississippi Medical Center and The Faulkner Building, LLC for UMMC’s use of the event space for a graduation celebration for the Associated Student Body to be held on Wednesday, May 20, 2020. The reservation fee in the amount of $4,500 plus a refundable security deposit in the amount of $1,000 is due in advance on or about April 1, 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 and Policy 707.03 Approval for Prepayment for Goods or Services.

f. **UMMC** – On March 16, 2020, Commissioner Alfred Rankins, Jr. approved the rental agreement/quote document between the University of Mississippi Medical Center and Bunnell, Inc. for UMMC’s rental of LifePulse High Frequency Jet Ventilators on an as-needed basis. The term of the agreement is one year from the date of execution, which is estimated to be on or about April 1, 2020. The estimated cost of this agreement is $99,000. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

g. **UMMC** – On March 17, 2020, Commissioner Alfred Rankins, Jr. approved the Medical Office Building Lease Agreement between the University of Mississippi Medical Center and Methodist Hospital and Rehabilitation Center, Inc. for approximately 1,545 of medical office space in the Methodist Rehabilitation Center in Jackson. The existing lease will expire on April 30, 2020. The purpose of this amendment is to extend the term of the lease by two years through April 30, 2022. The annual rent remains $29,355 payable in advance in monthly installments of $2,446.25 each. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

h. **UMMC** – On March 17, 2020, Commissioner Alfred Rankins, Jr. approved the Hunting and Fishing Lease Agreement between the University of Mississippi Medical Center and LDC Corp. for property located at Township 8, Range 1 East, Madison County, MS for use by LDC for agricultural purposes including hunting and fishing. This lease replaces an existing lease that will expire on March 31, 2020. The term of the lease is one year beginning April 1, 2020, and the anticipated revenue generated by this lease is $5,000 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.

i. **UMMC** – On March 17, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Medical Center and Greenwood Leflore Airport dated July 25, 2017 for approximately 7,960 square
feet of office space for use by the AirCare 4 air ambulance staff and approximately 8,000 square feet of ground space for the placement of a fuel tank. The purpose of this amendment is to change the reference for UMMC’s aviation operations contractor in Section Three, Rental from PHI Air Medical, LLC to Med-Trans Corporation effective May 4, 2020. All other provisions of the existing Lease Agreement remain unchanged. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

j. **UMMC** – On March 18, 2020, Commissioner Alfred Rankins, Jr. approved the Part-Time Space Occupancy Lease Agreement between the University of Mississippi Medical Center and Cardiology Associates of North Mississippi and the request for approval to make prepayments as part of that agreement. The lease is for approximately 749 square feet of clinic space at 499 Midtown Point in Tupelo for use as a cardiology transplant clinic one day per month. This lease will replace an existing 5-year lease that will expire on June 22, 2020. The term of this agreement is one year beginning June 1, 2020, with four additional one-year automatic renewal terms through May 31, 2025. The initial monthly rental rate is $68.91 and will increase annually by 2%. Rent is due in advance on 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 and Policy 707.03 Approval for Prepayment for Goods or Services.

k. **UMMC** – On March 18, 2020, Commissioner Alfred Rankins, Jr. approved the Rental Agreement between the University of Mississippi Medical Center and Mississippi Tent & Party Rental, LLC for the provision of tents, walls, lights, tables, chairs, cones and an HVAC and generator package for the purpose of providing COVID-19 testing at the Mississippi Fairgrounds. The initial cost estimate for 1 month is $55,467.50. Payment in full is required in advance of delivery. The initial term of this agreement is one month, but UMMC requested and received approval of an amount up to $99,999 should circumstances require an extension of the agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

**HEALTH AFFAIRS**

**COMMITTEE REPORT**

Wednesday, April 15, 2020

The teleconference meeting was called to order by Chairman Walt Starr at approximately 3:00 p.m. The following items were discussed.

1. The Committee briefly discussed the most recent financial statements. **No action was taken.**
2. Executive Session
   On motion by Trustee McNair, 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 McNair, seconded by Trustee Ogletree, with Trustee Morgan 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.
   Discussion of location, relocation or expansion of medical services.
   During Executive Session, the following matters were discussed:
   The Committee discussed the strategic business plans related to a public hospital. No action was taken.
   The Committee discussed the location, relocation or expansion of medical services. No action was taken.
   On motion by Trustee Ogletree, seconded by Trustee Dye, 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 participated by telephone: Dr. Walt Starr (Chair), Dr. Ford Dye, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, and Mr. Gee Ogletree.

ANNOUNCEMENTS

- President Parker announced the next meeting will be held May 21, 2020 at the Board Office in Jackson, MS or via teleconference.
- President Parker virtually passed the gavel to President-Elect Ford Dye who will begin his term on May 8, 2020. Dr. Dye accepted the gavel and thanked President Parker for his leadership during the past year.

EXECUTIVE SESSION

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 litigation matter at one of the public universities and a personnel matter at the IHL Board Office.

On motion by Trustee McNair, 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 Starr, all Trustees 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 a litigation matter at the University of Mississippi Medical Center. Discussion of a personnel matter at the Board Office.

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

On motion by Trustee Ogletree, seconded by Trustee Martin, all Trustees legally present and participating voted unanimously to grant Dr. Alfred Rankins, Jr., Commissioner of Higher Education, a new 4-year contract at the current salary of $358,312.50 with an effective date of July 1, 2020.

On motion by Trustee McNair, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3145 styled as *Tammy Bray Brown vs. University of Mississippi Medical Center, et al.*, as recommended by counsel.

On motion by Trustee Starr, seconded by Trustee Martin, 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 Ogletree, seconded by Trustee McNair, 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

Exhibit 1  Proposed amendments to Board Policy 602 Freshman Admission Requirements for University System institutions, Subsections B. Full Admission and C. Academic Placement Resulting from Various Deficiencies

Exhibit 2  Real Estate items that were approved by the IHL Board staff subsequent to the March 19, 2020 Board meeting.

Exhibit 3  Report of the payment of legal fees to outside counsel.
SYSTEM – APPROVAL FOR FINAL READING OF PROPOSED AMENDMENTS TO BOARD POLICY FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS; SUBSECTIONS B. FULL ADMISSION AND C. ACADEMIC PLACEMENT RESULTING FROM VARIOUS DEFICIENCIES

602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

B. FULL ADMISSION

The College Preparatory Curriculum (CPC) grade point average (GPA) is calculated on a 4.0 scale using the course requirements listed on 602.A. High School Course Requirements.

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

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

Beginning fall 2021, institutions will use the highest ACT or SAT subject test scores from the same test type when scores from more than one test date are submitted. This process is known as superscoring. A combination of ACT and SAT subtest scores cannot be combined to calculate a superscore.

C. ACADEMIC PLACEMENT RESULTING FROM VARIOUS DEFICIENCIES

Those Mississippi residents who applied and failed to meet Full Admission Standards along with any Mississippi high school graduate regardless of academic performance may, as a result of review, be admitted to the summer or fall semester. The ACT is not a requirement in this category. The review shall involve a consideration of high school performance, ACT scores (if available), placement testing, special interests and skills as well as other non-cognitive factors. The review shall result in placement in one of the following categories:
1. Full Admission
As a result of the review, students in this category may be placed as if admitted under Section B. In addition, students may be required to enroll in selected college level courses in science and social science equivalent to high school courses in which their background is inadequate. These courses will yield institutional credit.* Other students in this category may be required to participate in the Year-Long Academic Support Program.

2. Full Admission with Academic Deficiencies
Students who have not demonstrated adequate readiness in English or Reading or Mathematics will be granted Full Admission with Academic Deficiencies to the Summer Developmental Program. This is an intensive program that concentrates on high school subject areas (English, Reading, and Mathematics) that are applicable to success in first-year college courses. These courses carry institutional credit.* Students who successfully complete the summer program, by passing the developmental courses that they are determined to be deficient and the Learning Skills Laboratory courses, will receive admission to the fall term with mandatory participation in the Year-Long Academic Support Program or some other IHL-recognized intervention strategy to promote success in the courses in which they are not fully prepared, according to their highest ACT or SAT subtest subject test scores. Students who fail to successfully complete the Summer Developmental Program are not eligible for enrollment in the regular academic year and will be counseled to explore other postsecondary opportunities, including those offered by community colleges.
EXHIBIT 2
April 16, 2020

SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE MARCH 19, 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.

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- IHL 201-252 – Morris Boykin Renovation  
   Approval Request #1: Change Order #1  
   Board staff did NOT approve Change Order #1 in the amount of $28,974.18 and fifty-eight (58) additional days to the contract of Durrell Design Group, PLLC.  
   Approval Status & Date: NOT APPROVED, March 10, 2020  
   Change Order Description: Change Order #1 includes the following items: credit for omitting millwork in a room, modifications to a wall and corridor, omitting skylights, modifications of sectional doors, controls allowance, LED clocks; added stud walls; added and replaced ceiling tiles in a multipurpose room; added a gutter and downspout; replaced boiler room backflow valves; replaced the chilled water pipe starter and hot water pipe starter; added a fire extinguisher; added a ceiling tile; added gas detection, exit signs, and smoke detection; added shut-off valves in laboratories; added an HVAC shut-off when the fire alarm is activated; and fifty-eight (58) 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; seven (7) weather-related days; 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 $28,974.18.

   Project Initiation Date: August 8, 2016  
   Design Professional: Durrell Design Group, PLLC  
   General Contractor: Sullivan Enterprises, Inc.

   Total Project Budget: $2,660,872.50
EXHIBIT 2
April 16, 2020

MISSISSIPPI STATE UNIVERSITY

2. **MSU- IHL 205-300– Summer 2020 Various Parking Lots**
   - **Approval Request #1: Contract Documents**
     Board staff approved Contract Documents as submitted by Neel Schaffer, Inc.
     - **Approval Status & Date:** APPROVED, March 12, 2020
   - **Approval Request #4: Advertise**
     Board staff approved request to advertise for receipt of bids.
     - **Approval Status & Date:** APPROVED, March 12, 2020
   - **Project Initiation Date:** December 10, 2019
   - **Design Professional:** Neel Schaffer, Inc.
   - **General Contractor:** TBD
   - **Total Project Budget:** $2,000,000.00

UNIVERSITY OF MISSISSIPPI

3. **UM – GS 107-308 – Union Addition & Renovation**
   - **Approval Request #1: Change Order #18**
     Board staff approved Change Order #18 in the amount of $141,398.00 and zero (0) additional days to the contract of Roy Anderson Corporation.
     - **Approval Status & Date:** APPROVED, March 11, 2020
   - **Change Order Description:** Change Order #18 includes the following items:
     - improvements were made to the west canopy at PH 2;
     - revised the layout of and changed the fixture types for the PH 3 porch lights;
     - increased the size of the shelf angle, wire mesh and dowels at the PH 3 porch paving;
     - demolished the concrete masonry unit at level 2 on the east side and concrete curb along the level 3 balcony;
     - remediated the fresh air intake;
     - added grout-filled concrete masonry unit walls and modified the mechanical and electrical systems for the elevator room to be located in the basement rather than the penthouse;
     - provided only new materials to the university’s track lighting system in the bookstore;
     - installed new light fixtures and modules, removed the cable tray and installed j hooks at levels 2 and 3;
     - credit issued for omission of the 1st floor bookstore valence lights scope;
     - and a credit issued for cost associated with the Union Drive road repairs performed by UM.
   - **Change Order Justification:** These changes were necessary due to errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.
   - **Total Project Change Orders and Amount:** Eighteen (18) change orders for a total amount of $4,172,625.00.
   - **Project Initiation Date:** August 18, 2011
   - **Design Professional:** Eley Guild Hardy Architects – Jackson P.A.
   - **General Contractor:** Roy Anderson Corporation
   - **Phased Project Budget:** $61,319,435.02
   - **Total Project Budget:** $61,650,000.00
4. **UM – IHL #207-453 – South Oxford Center – Film Studio**  
   **Approval Request #1: Change Order #2**  
   Board staff approved Change Order #2 in the amount of $3,141.98 and twenty-four (24) additional days to the contract of D C Services, LLC.  
   **Approval Status & Date:** APPROVED, March 25, 2020  
   **Change Order Description:** Change Order #2 includes the following items: added ceiling access doors; installed a solenoid valve associated with the fire alarm system; vanity fixtures changed to 24” fixtures to accommodate the allowable space above the counter; additional days due to the delayed return of an RFI; and twenty-four (24) 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 & specifications; latent job site conditions; and days for work as indicated herein.  
   **Total Project Change Orders and Amount:** Two (2) change orders for a total amount of $23,169.73.  
   **Project Initiation Date:** May 16, 2019  
   **Design Professional:** McCarty Architects, P.A.  
   **General Contractor:** D C Services, LLC  
   **Total Project Budget:** $1,750,000.00

5. **UM – IHL 207-455 – Jackson Avenue Center Reroof & Exterior Coating**  
   **Approval Request #1: Change Order #1**  
   Board staff approved Change Order #1 in the amount of $7,740.00 and two (2) additional days to the contract of Rowell Roofing, Inc.  
   **Approval Status & Date:** APPROVED, March 11, 2020  
   **Change Order Description:** Change Order #1 includes the following items: removed the two (2) additional HVAC units on the roof of the Jackson Avenue Center roof; the existing curbs and associated mounts are removed in order for the new decking to be installed that will match the existing decking along with angles as necessary to support the new decking; installed new insulation and roofing over the areas of the removed HVAC units to properly tie into the adjacent roofing; and two (2) days to the contract.  
   **Change Order Justification:** These changes were 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 $7,740.00.  
   **Project Initiation Date:** June 20, 2019  
   **Design Professional:** Shafer-Zahner-Zahner, PLLC  
   **General Contractor:** Rowell Roofing, Inc.  
   **Total Project Budget:** $1,980,000.00
6. **UMMC- IHL 209-555 – Children’s of Mississippi Expansion**

   **Change Order #11**
   
   Board staff approved Change Order #11 in the amount of $0.00 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.
   
   **Approval Status & Date:** APPROVED, March 20, 2020
   
   **Change Order Description:** Change Order #11 includes the following items: changed the door hardware at specific doors from keyed locks to cipher type locks; added piping and curbs for the outdoor unit for the CT chiller and revised the curbs for the MRI equipment; patient toilets slab openings were re-drilled related to structural and wall layouts; revised the smoke compartments for the future addition of suites; added valves at specific locations needed for future maintenance; removed portions of the wall protection from the NICU patient rooms; added light fixtures to an office; installed setting unit at level 2 for future CSPD; revised the detailing of the plenum and ductwork connections as related to the duct elevations entering the plenum; added a deflection track at the mechanical screen wall framing; added a roof drain; replaced a water-damaged smoke detector; change to the cath lab; revision made to the power and data connection for the irrigation system; provided power to the elevator sump pump; added switches at a room; added temporary drain pans at level G electrical room for installation of switchgear; replaced and repaired a section of the sewer line that was damaged during construction; added drains at the AHU1 and AHUB; added plumbing connections for the owner-provided equipment in the room frozen section; added a drain line for the CT machine; replaced damaged waterproofing; revisions made to the curtain wall sills; added Spandrel glass on the curtain wall locations.
   
   **Change Order Justification:** These changes were necessary due to errors and omissions in the plans & specifications and credited to the owner’s contingency.
   
   **Total Project Change Orders and Amount:** Eleven (11) change orders for a total amount of $0.00.
   
   **Project Initiation Date:** April 21, 2016
   
   **Design Professional:** HDR Architecture, PC
   
   **General Contractor:** Brasfield & Gorrie, LLC
   
   **Total Project Budget:** $180,000,000.00

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7. **USM- GS 108-281– Greene Hall Renovations**

   **NOTE:** This is a Bureau of Building project
   
   **Change Order #10**
   
   Board staff approved Change Order #10 in the amount of $74,889.79 and zero (0) additional days to the contract of B.W. Sullivan Building Contractor.
   
   **Approval Status & Date:** APPROVED, March 18, 2020
   
   **Change Order Description:** Change Order #10 includes the following items: mechanical changes performed to increase the air exchange rate for the Cadaver Lab.
EXHIBIT 2
April 16, 2020

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

Total Project Change Orders and Amount: Ten (10) change orders for a total credit amount of $109,374.91.

Project Initiation Date: September 18, 2014
Design Professional: Allred Architectural Group
General Contractor: B. W. Sullivan Building Contractor, Inc.
Total Project Budget: $13,000,000.00

8. USM- GS 108-285 – Cook Library Renovation (Phase 2)
NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1
Board staff approved Change Order #1 in the credit amount of $91,090.00 and zero (0) additional days to the contract of Codaray Construction, LLC.
Approval Status & Date: APPROVED, February 20, 2020
Change Order Description: Change Order #1 includes the following items: credit issued for controls allowance; removal of USM supplementary conditions; and removal of a mandatory addendum.
Change Order Justification: These changes were necessary due to latent job site conditions and user/owner requested modifications.

Approval Request #2: Change Order #2
Board staff approved Change Order #2 in the amount of $69,615.00 and zero (0) additional days to the contract of Codaray Construction, LLC.
Approval Status & Date: APPROVED, March 30, 2020
Change Order Description: Change Order #2 includes the following items: added a double door and metal wall panels in penthouse A to allow the installation of the air handling unit; credit issued for the deletion of a door that was not needed; added receptacles and data outlets in two (2) rooms; installed cable for forty-six (46) camera locations; changed door hardware from dull chrome to oil-rubbed bronze; added an additional 180 linear feet of temporary 2x4 wood stud and 1/2” painted plywood wall for access to elevators and Starbucks; relocated the panel feed and junction box in a mechanical room to allow room for the air handling unit installation; and added lights.
Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; latent job site conditions and user/owner requested modifications.

Total Project Change Orders and Amount: Two (2) change orders for a total credit amount of $21,475.00.

Project Initiation Date: January 18, 2018
Design Professional: Wier Boerner Allin Architecture
General Contractor: Codaray Construction, LLC
Phased Project Budget: $9,807,980.01
Total Project Budget: $12,132,980.00
9. **USM-GS 108-285 – Cook Library Renovation (Phase 1)**  
**NOTE:** This is a Bureau of Building project  
**Approval Request #1: Change Order #1**  
Board staff approved Change Order #1 in the amount of $62,645.00 and seventy-five (75) additional days to the contract of Codaray Construction, LLC.  
**Approval Status & Date:** APPROVED, March 27, 2020  
**Change Order Description:** Change Order #1 includes the following items: credit issued for deleting RD-1 and utilized retrofit drains; the existing primary drains will receive the approved retrofit drains, and new overflow drains were installed resulting in a credit; credit issued for the deletion of the ductwork and thermostat serving the existing hallway outside of the future Bower Center; new smoke detectors were installed; the existing ATS panel on the roof adjacent to penthouse B has been raised to allow for the flashing of the new roof; salvageable existing lightning protection and new lightning protection were installed on the parapet of the 5th floor; and seventy-five (75) 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 user/owner requested modifications.  
**Total Project Change Orders and Amount:** One (1) change order for a total amount of $62,645.00.  
**Project Initiation Date:** January 18, 2018  
**Design Professional:** Weir Boerner Allin Architecture  
**General Contractor:** Codaray Construction, LLC  
**Phased Project Budget:** $2,225,000.00  
**Total Project Budget:** $12,132,980.00

10. **USM-GS 108-287 – McCain Library Envelope Repairs**  
**NOTE:** This is a Bureau of Building project  
**Approval Request #1: Change Order #2**  
Board staff approved Change Order #2 in the amount of $210,995.00 and one hundred twenty-six (126) additional days to the contract of Southeastern Contracting, LLC.  
**Approval Status & Date:** APPROVED, March 12, 2020  
**Change Order Description:** Change Order #2 includes the following items: basement alterations done to accommodate the shelving storage system – wall reconfiguration, patching, finishes, mechanical, plumbing, fire protection, electrical, shelving installation, etc.  
**Change Order Justification:** These changes were necessary due to user/owner requested modifications.  
**Total Project Change Orders and Amount:** Two (2) change orders for a total amount of $275,576.00.  
**Project Initiation Date:** August 16, 2018  
**Design Professional:** Shafer-Zahner-Zahner, PLLC  
**General Contractor:** Southeastern Contracting, LLC  
**Total Project Budget:** $2,050,000.00
Legal fees approved for payment to outside counsel in relation to litigation and other matters:

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 3/4/20) from the funds of Alcorn State University. (This statement, in the amount of $700.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.................................................................$ 700.00

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 3/1/20) from the funds of Mississippi State University. (This statement, in the amount of $2,500.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.................................................................$ 2,500.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 7/24/19, 8/28/19, 8/29/19, 9/25/19, 10/7/19, 11/7/19, 11/18/19, 11/21/19, 12/16/19, 1/17/20, 2/18/20, 2/19/20, 2/19/20 and 2/28/20) from the funds of the University of Mississippi. (These statements, in the amounts of $324.50, $29.50, $914.50, $1,091.50, $295.00, $2,124.00, $3,569.50, $1,003.00, $678.50, $1,128.00, $147.50, $3,481.00, $2,950.00, $7,143.67 and $3,540.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 28,420.17

Payment of legal fees for professional services rendered by Mayo|Mallette (two statements dated 2/12/20) from the funds of the University of Mississippi. (These statements, in the amounts of $8,961.01 and $4,238.11, represent services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 13,199.12

Payment of legal fees for professional services rendered by Phelps Dunbar, LLP (statement dated 1/31/20) from the funds of the University of Mississippi. (This statement, in the amount of $4,921.23, represents services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 4,921.23
EXHIBIT 3

April 16, 2020

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 2/1/20, 2/1/20, 2/1/20, 2/1/20, 3/1/20, 3/1/20, 3/1/20, 3/1/20 and 3/1/20) from the funds of the University of Mississippi. (These statements, in the amounts of $4,536.38, $2,500.00, $3,043.00, $2,500.00, $54.03, $36.03, $2,500.00, $36.31 and $2,000.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE……………………………….…….………………$ 17,205.75

Payment of legal fees for professional services rendered by Baker Donelson Bearman Caldwell & Berkowitz, PC (statement dated 3/5/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $5,362.00, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………….…….………………$ 5,362.00

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 2/28/20, 2/28/20, 2/28/20, 2/28/20, 2/28/20, 2/28/20 and 2/28/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts $295.00, $501.50, $3,038.50, $885.00, $17,732.52, $147.50 and $88.50, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………….…….………………$ 22,688.52

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrini, PLLC (statements dated 2/26/20, 2/26/20 and 2/26/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $660.00, $1,993.50 and $1,848.00, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………….…….………………$ 4,501.50

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 2/28/20, 2/28/20 and 2/28/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $18.00, $138.00 and $476.45, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………….…….………………$ 632.45

Payment of legal fees for professional services rendered by Hogan|Lovells (statement dated 2/27/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $1,104.00, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………….…….………………$ 1,104.00
EXHIBIT 3
April 16, 2020

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 2/25/20, 2/25/20, 2/26/20, 2/26/20 and 2/26/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $13,314.93, $2,645.16, $148.50, $49.50 and $49.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 16,207.59

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 2/25/20, 2/25/20, 2/25/20 and 2/25/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $148.50, $4,384.50, $16,743.00 and $1,501.50, represent services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 22,777.50

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 2/21/20, 2/21/20, 2/21/20, 2/21/20 and 2/21/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $244.50, $133.50, $3,287.13, $2,305.25 and $2,483.00, represent services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 8,453.38

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 2/28/20, 2/28/20, 2/28/20, 2/28/20, 2/28/20, 2/28/20, 2/28/20, 2/28/20 and 2/28/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,454.00, $1,519.50, $1,089.00, $396.00, $5,343.00, $198.00, $629.10, $2,782.50 and $15,294.20, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 29,705.30

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 3/6/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of $1,433.50, represents services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 1,433.50

Payment of legal fees for professional services rendered by Butler Snow (statement dated 3/4/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of $919.00, represents services and expenses in connection with legal advice.)

TOTAL DUE...........................................................................$ 919.00
EXHIBIT 3
April 16, 2020

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 3/1/20, 3/1/20 and 3/1/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $3,000.00, $97.88 and $44.59, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.................................................................$ 3,142.47

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

Payment of legal fees for professional services rendered by Stites & Harbison (statement dated 2/26/20) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “An Anaerobic Process for the Conversion of Light Alkane to Nitriles and Olefins” - $1,088.50).

TOTAL DUE.................................................................$ 1,088.50

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 3/27/19, 6/11/19, 3/5/20 and 3/10/20) from the funds of the University of Mississippi. (These statements, in the amounts of $2,882.95, $826.00, $1,241.50 and $1,357.00, represent services and expenses in connection with various trademark and licensing matters.)

TOTAL DUE.................................................................$ 6,307.45

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 1/7/20, 1/17/20, 1/27/20, 1/27/20, 1/27/20, 1/28/20, 1/28/20, 1/28/20, 1/28/20, 1/28/20, 1/29/20, 1/29/20, 1/31/20 and 1/31/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Isolation of Pure Cannabinoids from Cannabis” - $1,860.37; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $1,442.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $1,245.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” – $913.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $1,102.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $870.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $1,039.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $848.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $892.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $848.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $892.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $1,110.00; “Biologically Active Cannabidiol Analogs” - $513.00; “Biologically Active Cannabidiol Analogs” - $1,231.00; “Biologically Active Cannabidiol” - $2,063.05; “Biologically Active Cannabidiol” - $402.65, respectively.)

TOTAL DUE.................................................................$ 15,531.07
EXHIBIT 3
April 16, 2020

Payment of legal fees for professional services rendered by Stites & Harbison (two statements dated 1/22/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Highly Purified Amphotericin B” - $72.00; “Stabilized Formulation of Triamcinolone Acetonide” - $38.00)

TOTAL DUE.................................................................$  110.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 2/19/20 and 2/19/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $4,072.50 and $634.48, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.................................................................$  4,706.98
1. **SYSTEM – TENURE CLOCK EXTENSION FOR COVID-19 RELATED DISRUPTION IN FACULTY TEACHING, RESEARCH, AND SERVICE**

Per Board Policy 403.0101, beginning with tenure-track appointments to any professorial rank, faculty must be reviewed for tenure during the sixth academic year of the probationary period. Due to the extraordinary disruption in faculty research progression, instruction, and service opportunities caused by the current COVID-19 pandemic, IHL universities are authorized to extend the probationary period for tenure-track faculty for up to twelve months.

Staff Recommendation: Board Staff recommends approval of this item.
1. **UM – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH APOGEE TELECOM, INC.**

**Agenda Item Request:** The University of Mississippi Telecommunications Department requests approval to enter into a contract with Apogee Telecom, Inc. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, UM also requests a waiver to allow prepayment of each monthly payment.

**Contractor’s Legal Name:** Apogee Telecom, Inc.

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

**Specific Type of Contract:** This is a contract for cable television and Internet Protocol television (IPTV) services.

**Purpose:** The purpose of this contract is to procure cable television and IPTV services for the University of Mississippi’s residential halls along with administrative and academic buildings on campus.

**Scope of Work:** Apogee will perform the following functions to provide traditional RF/CATV and Stream2 IPTV service at the University of Mississippi (UM). All equipment needed to deliver the Apogee provided programming services will be included as a managed service, meaning Apogee will retain ownership of and will provide maintenance and warranty on this equipment for the life of the agreement. Over the Air (OTA) and local origination (LO) channels will be maintained and managed by UM personnel. EAS (Emergency Alert System) will be maintained and managed by UM personnel. EAS messages are not supported on Stream2 IPTV but will remain functional on the RF network. Apogee will continue to utilize the existing UM-owned distribution system to deliver traditional RF/CATV. Apogee’ IPTV service will utilize the existing UM data network for delivery of IPTV services.

**Details:**
- Apogee will install 1 additional rack of IPTV equipment co-located with the existing CATV rack in Baxter Hall. Optional remote placement of this rack possible at additional cost.
- Apogee will provide RF video via the existing UM-owned system.
- Apogee will provide streaming video via a 10 GIG link for ingestion by the UM core switch. The current UM data network will be utilized for distribution.
- The UM-provided EAS will not be supported on the IPTV delivery but will remain operational on the RF network.
- Apogee will utilize UM- provided OTA and Local Origination equipment for programming content available in the Baxter Hall headend location as requested by UM for IPTV delivery.
Term of Contract: The term of the contract begins on June 1, 2020 and continues for an initial term of sixty (60) months ending on May 31, 2025. The agreement will automatically renew at the end of the initial term, and if applicable, at the end of the first renewal term, for a successive term of two (2) years unless either party notifies the other in writing of its election not to renew at least sixty (60) days in advance of the expiration of the initial or renewal term then in effect. If both renewal terms are implemented, the contract will end on May 31, 2029.

Termination Options: In the event either party breaches a material provision of the agreement and fails to correct or cure that breach within 60 days after receipt of written notice, the other party may terminate the agreement.

Contract Amount: The contract amount includes video service fees that will be $264,640.08 per year with a potential increase of no more than 4% per year. If UM cannot receive local channels over the air, an additional charge of $47,376 will be incurred each year with a potential increase not to exceed 4% per year. While the total contract amount could be as low as $1,323,200.40 (with no renewal terms, no increase in fees, and UM receives local channels over the air), the maximum charges could total $3,302,002.29 as seen in the chart below:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>VIDEO SERVICE</th>
<th>LOCAL CHANNELS</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR 1</td>
<td>$264,640.08</td>
<td>$47,376.00</td>
<td>$312,016.08</td>
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<tr>
<td>YEAR 2</td>
<td>$275,225.68</td>
<td>$49,271.04</td>
<td>$324,496.72</td>
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<td>YEAR 3</td>
<td>$286,234.71</td>
<td>$51,241.88</td>
<td>$337,476.59</td>
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<td>YEAR 4</td>
<td>$297,684.10</td>
<td>$53,291.56</td>
<td>$350,975.66</td>
</tr>
<tr>
<td>YEAR 5</td>
<td>$309,591.46</td>
<td>$55,423.22</td>
<td>$365,014.68</td>
</tr>
<tr>
<td>YEAR 6</td>
<td>$321,975.12</td>
<td>$57,640.15</td>
<td>$379,615.27</td>
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<tr>
<td>YEAR 7</td>
<td>$334,854.12</td>
<td>$59,945.76</td>
<td>$394,799.88</td>
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<tr>
<td>YEAR 8</td>
<td>$348,248.28</td>
<td>$62,343.59</td>
<td>$410,591.87</td>
</tr>
<tr>
<td>YEAR 9</td>
<td>$362,178.21</td>
<td>$64,837.33</td>
<td>$427,015.54</td>
</tr>
<tr>
<td>TOTALS</td>
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<td>$501,370.53</td>
<td>$3,302,002.29</td>
</tr>
</tbody>
</table>

Funding Source for Contract: The funding source for this contract will be self-generated funds.

Contractor Selection Process: UM issued a Request for Proposals #641 for cable television services that would include an IPTV solution. Apogee Telecom, Inc. was the only company to respond to the Request for Proposals, and their offering was evaluated per the criteria stated in RFP 641.
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 University of Mississippi and Apogee Telecom, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. **UMMC – REQUEST FOR APPROVAL OF HOSPITAL BUDGET ESCALATION**

The University of Mississippi Medical Center (UMMC) requests permission to escalate its *University Hospital Budget* for FY 2020.

The escalation is requested in anticipation of federal funds being made available to offset costs associated with COVID-19. That is, UMMC is seeking additional spending authority for federal funds.

<table>
<thead>
<tr>
<th>Category</th>
<th>Original FY 2020 Operating Budget</th>
<th>Revision/Escalation</th>
<th>Revised FY 2020 Operating Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries, Wages, and Fringe Benefits</td>
<td>$738,839,087</td>
<td>$</td>
<td>$738,839,087</td>
</tr>
<tr>
<td>Travel and Subsistence</td>
<td>1,557,647</td>
<td>-</td>
<td>1,557,647</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>196,591,034</td>
<td>-</td>
<td>196,591,034</td>
</tr>
<tr>
<td>Commodities</td>
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<td>-</td>
<td>303,331,494</td>
</tr>
<tr>
<td>Capital Outlay: Non-Equipment</td>
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<td>42,690,908</td>
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<tr>
<td>Capital Outlay: Equipment</td>
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<td>13,735,456</td>
</tr>
<tr>
<td>Subsidies, Loans, and Grants</td>
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<td>-</td>
<td>14,921,331</td>
</tr>
<tr>
<td>PSOA</td>
<td>-</td>
<td>100,000,000</td>
<td>100,000,000</td>
</tr>
<tr>
<td>Non-Mandatory Transfers</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Increase in Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,311,666,957</td>
<td>$100,000,000</td>
<td>$1,411,666,957</td>
</tr>
</tbody>
</table>
## University of Mississippi Medical Center
**FY 2020 University Hospital Budget by Functional Category**

<table>
<thead>
<tr>
<th>Category</th>
<th>Original FY 2020 Operating Budget</th>
<th>Revision/Escalation</th>
<th>Revised FY 2020 Operating Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>$46,155,495</td>
<td>$</td>
<td>$46,155,495</td>
</tr>
<tr>
<td>Research</td>
<td>-</td>
<td>15,000,000</td>
<td>15,000,000</td>
</tr>
<tr>
<td>Public Service</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Academic Support</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Student Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Operation and Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Inpatient Nursing Services</td>
<td>193,132,044</td>
<td>85,000,000</td>
<td>278,132,044</td>
</tr>
<tr>
<td>Professional Service</td>
<td>376,589,326</td>
<td>-</td>
<td>376,589,326</td>
</tr>
<tr>
<td>Ambulatory Service</td>
<td>410,048,052</td>
<td>-</td>
<td>410,048,052</td>
</tr>
<tr>
<td>Patient and General Support</td>
<td>34,383,558</td>
<td>-</td>
<td>34,383,558</td>
</tr>
<tr>
<td>Operational Service</td>
<td>251,358,480</td>
<td>-</td>
<td>251,358,480</td>
</tr>
<tr>
<td>Non-Mandatory Transfers</td>
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</tr>
<tr>
<td>Increase in Fund Balance</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,311,666,957</td>
<td>$100,000,000</td>
<td>$1,411,666,957</td>
</tr>
</tbody>
</table>

## University of Mississippi Medical Center
**FY 2020 University Hospital Budget by Revenue Source**

<table>
<thead>
<tr>
<th>Category</th>
<th>Original FY 2020 Operating Budget</th>
<th>Revision/Escalation</th>
<th>Revised FY 2020 Operating Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Fees</td>
<td>$</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Governmental Appropriations</td>
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<tr>
<td>Grants and Contracts</td>
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<td>100,000,000</td>
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<tr>
<td>Sales and Services</td>
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<td>Other</td>
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<tr>
<td><strong>Total</strong></td>
<td>$1,311,666,957</td>
<td>$100,000,000</td>
<td>$1,411,666,957</td>
</tr>
</tbody>
</table>

**Staff Recommendation:** Based on Board Policy 701.06, Budget Escalations and Revisions, all escalations to the annual budgets of the several institutions and to the annual budgets of the separately budgeted units must be submitted through the Commissioner to the Board of Trustees for approval prior to implementation. Board staff recommends approval of this item.
3. **UMMC – REQUEST FOR APPROVAL OF CONSOLIDATED BUDGET ESCALATION**

The University of Mississippi Medical Center (UMMC) requests permission to escalate its Consolidated Budget for FY 2020.

The escalation is requested in anticipation of federal funds being made available to offset costs associated with COVID-19. That is, UMMC is seeking additional spending authority for federal funds.

<table>
<thead>
<tr>
<th>Category</th>
<th>Original FY 2020 Operating Budget</th>
<th>Revision/Escalation</th>
<th>Revised FY 2020 Operating Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries, Wages, and Fringe Benefits</td>
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<td>$961,933,687</td>
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<td>5,542,996</td>
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<td>Contractual Services</td>
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<td>270,159,122</td>
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<tr>
<td>Commodities</td>
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<td>311,285,850</td>
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<td>Capital Outlay: Non-Equipment</td>
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<td>46,534,127</td>
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<td>Capital Outlay: Equipment</td>
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<td>Subsidies, Loans, and Grants</td>
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<td>PSOA</td>
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<tr>
<td>Non-Mandatory Transfers</td>
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<td>Increase in Fund Balance</td>
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<tr>
<td><strong>Total</strong></td>
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<tr>
<td>Category</td>
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<tr>
<td>Academic Support</td>
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<td>16,167,112</td>
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<tr>
<td>Student Services</td>
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<td>1,418,220</td>
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<tr>
<td>Institutional Support</td>
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<td>128,107,865</td>
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<tr>
<td>Operation and Maintenance</td>
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<td>44,382,525</td>
</tr>
<tr>
<td>Inpatient Nursing Services</td>
<td>193,132,044</td>
<td>85,000,000</td>
<td>278,132,044</td>
</tr>
<tr>
<td>Professional Service</td>
<td>376,589,326</td>
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<td>376,589,326</td>
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<tr>
<td>Ambulatory Service</td>
<td>410,048,052</td>
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<tr>
<td>Patient and General Support</td>
<td>34,383,558</td>
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<tr>
<td>Operational Service</td>
<td>251,358,480</td>
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<td>251,358,480</td>
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<td>Non-Mandatory Transfers</td>
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<td>Increase in Fund Balance</td>
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<td><strong>Total</strong></td>
<td>$1,715,951,580</td>
<td>$100,000,000</td>
<td>$1,815,951,580</td>
</tr>
</tbody>
</table>
Staff Recommendation: Based on Board Policy 701.06, Budget Escalations and Revisions, all escalations to the annual budgets of the several institutions and to the annual budgets of the separately budgeted units must be submitted through the Commissioner to the Board of Trustees for approval prior to implementation. Board staff recommends approval of this item.

4. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO AN IN-HOSPITAL DIALYSIS SERVICES AGREEMENT WITH BIO-MEDICAL APPLICATIONS OF MISSISSIPPI, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an In-Hospital Dialysis Services Agreement with Bio-Medical Applications of Mississippi, Inc., which is an affiliate of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America (collectively, “Bio-Medical”). Under the In-Hospital Services Agreement, Bio-Medical will provide inpatient hemodialysis to patients at UMMC Grenada as required and ordered by a medical provider.

**Contractor’s Legal Name:** Bio-Medical Applications of Mississippi, Inc.
History of Contract: On May 18, 2017, the Board approved a three (3) year agreement with Bio-Medical for inpatient hemodialysis services at a cost of $625,000. The agreement will expire on May 31, 2020.

Specific Type of Contract: This is a new In-Hospital Dialysis Services Agreement.

Purpose: The purpose of this agreement is for Bio-Medical to provide inpatient hemodialysis to patients at UMMC Grenada as required and ordered by a medical provider.

Scope of Work: Under this agreement, Bio-Medical will provide hemodialysis services to UMMC Grenada patients when there is a medical need for the service. Biomedical will also provide staffing, equipment and solutions required to perform the services.

Term of Contract: The term of the agreement is three (3) years, from June 1, 2020, through May 31, 2023.

Termination Options: Agreement may be terminated at any time upon the occurrence of any of the following:
- by Bio-Medical if UMMC fails to pay all amounts when due;
- by either party after reasonable written notice of non-compliance and a reasonable opportunity of not less than thirty (30) days to cure, or make reasonable attempts to cure for failure by the other party to comply with the material provisions of this agreement;
- by either party if the other party files for bankruptcy, receivership, dissolution, or makes an assignment for the benefit of creditors;
- by either party upon ninety (90) days written notice to the other party;
- by either party, upon written notice, if the other party reasonably determines, following the written advice of legal counsel, that a modification of this Agreement is necessary and the parties cannot agree upon a mutually satisfactory amendment within sixty (60) days of either party’s written initiation of negotiations, either party may at such time immediately terminate this Agreement upon written notice; and
- by UMMC, immediately for cause, if Bio-Medical, its officers, directors and employees are excluded or disbarred from federal or state health care programs.

Contract Amount: The estimated cost over the three (3) year term of the contract is $700,000. The total cost includes a monthly flat fee and hourly service charges, as well as variables including services provided outside of regular business hours or on holidays, cancelled procedures, additional disinfection, additional UMMC-required education, patient volume increases. UMMC has included a five percent (5%) annual increase beginning in year two (2) to allow for price increases and potential volume growth.

Funding Source of Contract: The agreement will be funded by hospital patient revenue.
Contractor Selection Process: Bio-Medical is the only vendor that provides this service in the Grenada vicinity.

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 Bio-Medical Applications of Mississippi, Inc., for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. UMMC – REQUEST FOR APPROVAL TO AMEND SERVICES AGREEMENT WITH CROSS COUNTRY STAFFING INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend the Services Agreement with Cross Country Staffing, Inc. (Cross Country) to add central sterile processing technicians to the agreement. The agreement is for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. Cross Country will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas.

Contractor’s Legal Name: Cross Country Staffing, Inc.

History of Contract: On June 20, 2019, the Board approved a two (2) year Services Agreement between UMMC and Cross Country for a cost of $9,877,840. The agreement will expire on June 30, 2021.

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

Purpose: The purpose of the amendment is to add central sterile processing technicians to the agreement. The purpose of the agreement is augment UMMC’s nursing and surgical technician staffing, to be utilized on an as-needed basis. Cross Country will provide licensed skilled nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas.

Scope of Work: Under the amended agreement, Cross Country will:

- Provide nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians who will;
  - provide expert patient care and acts as a clinical resource to staff;
  - maintain quality standards in patient care established by UMMC;
  - consult with medical and other health care staff regarding patient care, when applicable;
  - have obtained an the appropriate diploma and experience in the specified area;
o have the appropriate valid license;
o be knowledgeable of staff procedures and protocols;
o have appropriate skills for the job assigned; and
o have the ability to work in a team environment;

• Provide central sterile processing technicians who will:
o decontaminate soiled instruments, prepare, package, and sterilize equipment;
o distribute equipment to storage supply and to the end user;
o inspect instruments, equipment, scopes and containers to assure cleanliness and proper functionality;
o possess knowledge of sterilization according to current IFU and American Association for the Advancement of Medical Instrumentation (AAMI) standards;
o be internationally certified through the International Association of Healthcare Central Service Material Management (IAHCSMM) or the Certification Board for Sterile Processing and Distribution, Inc. (CBSPD); and
o possess a standard of excellence with practical experience.

• Pay UMMC twenty-five percent (25%) of the first-year salary for any UMMC employee hired during the term of the Agreement.

Under this Agreement, UMMC may hire Cross Country personnel after twenty-six (26) weeks of contract assignments. If UMMC hires Cross Country personnel, UMMC will pay Cross Country twenty-five percent (25%) of the individual’s first year salary.

Term of Contract: The term of the Agreement remains two (2) years, from July 1, 2019, through June 30, 2021. The amendment does not change the term of the agreement.

Termination Options: Termination options include the following:
• by agreement of the parties;
• breach of E-verify;
• upon sixty (60) days’ written notice by either party with or without cause;
• if Cross Country refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, and fails to cure the breach within ten (10) days of receiving written notice from UMMC;
• immediately upon Cross Country’s breach of any of the following ongoing representations and warranties that Cross Country, its officers, directors and employees:
o are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
o have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;

o are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Cross Country being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and

o if Cross Country is to receive any patients' personal health information, Cross Country represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.

- in the event of a reduction in funds;
- in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days; and
- upon written notice to Cross Country 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 Atlas improperly uses or discloses protected health information.

**Contract Amount:** The total cost of amended agreement remains unchanged at $9,877,840. Fees are based upon hourly rates for the nurses and technicians.

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

**Contractor Selection Process:** UMMC is currently contracted with Cross Country.

**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 Cross Country Staffing, Inc. for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

**6. UMMC- REQUEST FOR APPROVAL TO ENTER INTO AN AMENDMENT TO THE CURRENT STANDARD TERMS AND CONDITIONS WITH MEDIQUANT LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an amendment to the current Standard Terms and Conditions with MediQuant, LLC (MediQuant) (successors in interest to MediQuant, Inc.) to extend the term of the agreement for a period of one (1) year. In addition, UMMC requests approval to enter into Service Order 4 (SO4) to continue access to the MediQuant system that provides data storage and access management services to UMMC for its legacy clinical and financial data. Pursuant to IHL policy 707.03 Approval
of Prepayment for Goods or Services, UMMC also requests a waiver to allow prepayment of monthly access fees.

Contractor’s Legal Name: MediQuant, LLC

History of Contract: On May 21, 2015, the Board approved the master set of terms and conditions (agreement) and associated service order with MediQuant to provide data storage and access management services. The term of the agreement is five (5) years, from June 1, 2015, through May 31, 2020. The term of the original service order was two (2) years, from June 1, 2015, to May 31, 2017.

On February 16, 2017, the Board approved the first Amendment to Service Order 1 (SO1), a Service Order 2 (SO2), and a Service Order 3 (SO3). The Amendment to SO1 allowed UMMC to revert to the Active Tier for its Invision PA and Signature legacy systems. SO2 allowed for the conversion of the Cerner/Siemens system, RAS/RASI system, and the Aspyra Lab applications into MediQuant’s DataArk applications for final accounts receivable (AR) drawdown and Release of Information from UMMC’s Grenada location, as well as for the conversion of the CoPath system used by anatomical pathology at the main campus. SO3 allowed UMMC to continue data storage and access to the legacy clinical and hospital financial data for main campus and added the OpenArk application to provide on-demand same day access to data. SO3 also established a new three (3) year term that continued the applications established in SO1. The total term of the agreement and the associated service orders is five (5) years, from June 1, 2015, through May 31, 2020. The total approved cost of the agreement and all service orders was $1,879,460.07.

Specific Type of Contract: This is an amendment to the Standard Terms and Conditions and a new Service Order 4 (SO4).

Purpose: The purpose of the amendment to the current Standard Terms and Conditions is to extend the term of the agreement for a period of one (1) year. The purpose of SO4 is to continue access to the MediQuant system that provides data storage and access management services to UMMC for its legacy clinical and financial data for one (1) year.

Scope of Work: MediQuant will continue to provide access to the applications hosted in DataArk and OpenArk at the necessary tier levels so that UMMC may access data as needed from the legacy systems.

Term of Contract: The term of the amendment to the Standard Terms and Conditions and SO4 is twelve (12) months, from June 1, 2020, through May 31, 2021. The total term of the Standard Terms and Conditions and associated service orders is six (6) years, from June 1, 2015, through May 31, 2021.
Termination Options: The agreement may be terminated for the following:
  - By either party provided one hundred and eighty (180) days written notice to the other party;
  - Failure of either party to comply with any material provision of the agreement upon receiving notice and subsequent failure to resolve within thirty (30) days;
  - After three failures to timely pay, the agreement can be terminated without a cure period;
  - By UMMC for non-availability of funds;
  - UMMC may terminate the agreement and the underlying business relationship in the event that MediQuant, acting as a business associate, as defined by the Health Insurance Accountability and Portability Act (HIPAA), improperly uses or discloses protected health information in breach of the business associate agreement (BAA);
  - UMMC may terminate if it makes the determination that a material condition of performance by MediQuant, acting as a business associate, as defined by the HIPAA, has changed or the business associate has breached a material term of BAA; and
  - In the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC.

Contract Amount: The total estimated cost of SO4 is $102,264.00. The total cost of the Standard Terms and Conditions Agreement is $1,981,724.07.

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

Contractor Selection Process: UMMC is currently contracted with MediQuant.

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 MediQuant LLC for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

7. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN INSTRUMENT LEASE PROPOSAL WITH WERFEN USA LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an Instrument Lease Proposal with Werfen USA LLC d/b/a Instrumentation Laboratory (IL) for the lease of four (4) coagulation instruments and the purchase of related supplies needed for diagnostic testing, service, and software on the instruments. The instruments and supplies are used to perform coagulation tests which measure a patient’s ability to clot. This testing allows a physician to assess a patient’s risk
of excessive bleeding and monitor those with a bleeding disorder. Additionally, UMMC requests permission to add and remove items from the agreement without seeking prior Board approval as long as adequate funds are available. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods and Services, UMMC also requests a waiver to allow prepayment of service on an annual basis.

Contractor’s Legal Name: Werfen USA LLC

History of Contract: On October 16, 2014, the Board approved a five (5) year agreement with IL for a total of $2,078,358.44 for the lease of laboratory equipment and the purchase of service and testing supplies for diagnostic testing. On November 19, 2015, the Board approved an amendment to allow UMMC to purchase or buyout one (1) analyzer from the lease agreement. The agreement expires on June 14, 2020.

Specific Type of Contract: This is a new Instrument Lease Proposal and Agreement Form.

Purpose: The purpose of the agreement is to lease four (4) coagulation instruments and purchase related supplies needed for diagnostic testing, service, and software on the instruments. The instruments and supplies are used to perform coagulation tests which measure a patient’s ability to clot. This testing allows a physician to assess a patient’s risk of excessive bleeding and monitor those with a bleeding disorder.

Scope of Work: Under the Agreement, IL will lease two (2) ACL Top 750 instruments and two (2) ACL Top 350 instruments, as well as provide reagents, supplies, service, software and training to UMMC.

Term of Contract: The term of the agreement is five (5) years, from June 1, 2020, through May 31, 2025.

Termination Options: Termination options include the following:

- in the event of a reduction in funds;
- by either party in the event of a material breach and the breaching part fails to cure the breach within thirty (30) days after the date of written notice of the breach from the non-breaching party, or fails to commence diligent efforts to cure the breach if it cannot reasonably be cured within thirty (30) days, the non-breaching party may terminate this Agreement after a ten (10) day written notice to the breaching party; and
- by UMMC if products are not provided continuously for ninety (90) days due to a force majeure event, UMMC may terminate the agreement as to those products or services.
Contract Amount: The total estimated cost over the five (5) year term is $4,075,000. UMMC has included an annual fifteen percent (15%) increase for potential cost increases and patient volume growth.

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

Contractor Selection Process: The IL coagulation instruments, and related 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. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between University of Mississippi Medical Center and Werfen USA LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. UMMC – REQUEST TO AMEND A STANDARD LICENSE AGREEMENT WITH WOLTERS KLUWER CLINICAL DRUG INFORMATION, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into the Sixth Amendment to the Standard License Agreement with Wolters Kluwer Clinical Drug Information, Inc. (WKCDI) (successor-in-interest to Clinical Drug Information, LLC) for the Medi-Span drug databases. The Sixth Amendment will extend the current license term for one (1) additional year and assign the interest to Wolters Kluwer Clinical Drug Information, Inc. thereby aligning UMMC’s agreement with the company’s reorganization.

Contractor’s Legal Name: Wolters Kluwer Clinical Drug Information, Inc.

History of Contract: On August 19, 2010, the Board approved UMMC’s purchase of the Epic Enterprise System. As part of that initial Epic contract, there was a trial agreement with Wolters Kluwer for the Medi-Span licenses. UMMC entered into the initial trial licenses agreement in October of 2010 for a trial period of up to twenty four (24) months. Also, in October 2010, UMMC converted to the Standard License Agreement, executing same, but the effective date of the agreement was not until after the trial period and UMMC’s first live use of the products, which was June 1, 2012. UMMC did not incur costs for the products until June 1, 2012. The initial term of the Standard License Agreement was three (3) years. In February 2014, UMMC and Wolters Kluwer executed the First Amendment to the Standard License Agreement to add additional database access.
On October 20, 2016, the Board approved the Second Amendment to the Standard License Agreement to extend the term of the license through May 31, 2017, and to increase the volume of licenses. On May 18, 2017, the Board approved the Third Amendment to the Standard License Agreement that extended the term of the license through May 31, 2018 and increased the license volume for ambulatory visits to account for licenses to provide content access to ECC clients. On April 19, 2018, the Board approved the Fourth Amendment to the Standard License Agreement that extended the term of the license through May 31, 2019, added the Drug Therapy Monitoring System V2.2 to the licensed product list, and added the Mississippi Department of Health (MSDH) as an affiliated location to enable MSDH access to the licensed content as part of the Epic Community Connect (ECC) project.

On April 18, 2019, the Board approved the Fifth Amendment to the Standard License Agreement extending the term of the license for one (1) year. The total term of the agreement as amended is eight (8) years, from June 1, 2012, through May 31, 2020. The total cost of the amended agreement is $737,656.00.

**Specific Type of Contract:** This is the Sixth Amendment to the Standard License Agreement.

**Purpose:** The purpose of the Sixth Amendment is to extend the term of the current license agreement for one (1) year.

**Scope of Work:** Under the amended agreement, CDI will continue to provide access to the Knowledge Bases used within the Epic Enterprise clinical application for both UMMC and UMMC’s ECC clients. The Knowledge Bases include the following:

- Core Package of Knowledge Bases:
  - Medi-Span Electronic Drug File
  - Database- Clinical Files
  - Dose-Chek
  - Drug Therapy Monitoring System (DTMS)
  - Duplicate Therapy Database
  - Adverse Drug Effects Database
  - Drug Indications Database
  - Medical Conditions Master Database
  - Master Parameters Database
  - Drug Lab Conflict Database
  - Drug Dosing & Administration Database
  - Precautions Database
  - Drug Allergy Cross-Reference File
  - Drug Therapy Monitoring System V2.2
Optional Add ons:
- IV Chek
- AHFS Classification Supplemental File
- RX Norm Cross Reference File
- Drug Allergy Cross-Reference File
- ICD-10-CM/PCS Disease Code Mapping File
- Controlled Substances File

Term of Contract: The total term of the amended Agreement is nine (9) years, from June 1, 2012, through May 31, 2021. The Sixth Amendment extends the Agreement by one (1) year.

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

- Either party may give written notice of non-renewal in its sole and absolute discretion, without cause and without stating any reason therefor, provided that such notice is given at least thirty (30) days prior to the end of the term then in effect; and
- Either party may terminate this license on thirty (30) days written notice, if the other party has materially breached any provision of this agreement, and such breach has not been cured within such thirty (30) day period.

Contract Amount: The cost of the Sixth Amendment is $112,793.00. The total cost of the amended agreement is $850,449.00.

Funding Source for Contract: This agreement will be funded through hospital patient revenue for licenses utilized by UMMC, but for licenses for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client.

Contractor Selection Process: UMMC is currently contracted with WKCDI.

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 Wolters Kluwer Clinical Drug Information, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

Board Policy §902, Initiation of Construction Projects

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

Board Policy §904(A), Board Approval

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

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

1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.
2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;
3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and
4. The design professional previously approved by the Board has not changed.
If the above four conditions have been met, the Board’s Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

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

**Board Policy §905(A), Real Estate Management**

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

**Board Policy §905(B), Real Estate Management**

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

**Board Policy §917, Naming of Buildings and Facilities**

Board approval must be obtained prior to naming or re-naming any institutional building or facility. However, assigning generic names which are descriptive of the functions served by a building – such as “University Athletic Training Facility” or “Chemistry Building”—does not require Board approval, unless the building has an existing non-generic name which is to be changed or modified. Board approval must also be obtained prior to naming or re-naming any building or facility built on university property leased to a university affiliated entity, a private developer or any other individual or entity.
Board Policy §919, Pre-requisites for Building Modification or Demolition

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

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

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

1. **MSU – IHL 413-002 – Forest & Wildlife Facilities**

   **Project Request:** Mississippi State University is requesting approval to increase the budget from $4,172,500 to $5,172,500 for an increase in the amount of $1,000,000. In addition, MSU requests to add MSU funds as a funding source to the project.

   **Current Project Phase:** Design Phase

   **Design Professional:** Shafer-Zahner-Zahner, PLLC

   **General Contractor:** TBD

   **Purpose/Justification:** Recent bids have indicated to the university that construction prices are rising. The new budget reflects the current bid prices.

   **Project Scope:** This project will replace a greenhouse, add greenhouse support facilities, construct an Avian research building, and construct a multi-purpose research building.

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

   **Project Initiation Date:** March 1, 2019 (Interim Approval)
Proposed Project Budget:

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Proposed Funding Source(s): HB 1649, Laws of 2018 ($4,172,500); MSU Funds (1,000,000)

Staff Recommendation: Board staff recommends approval of this item.
IHL Board Policy 301.0806 University Foundation/Affiliated Entity Activities requires that each University enter into a formal contractual Affiliation Agreement with its development foundations, research foundations, athletic foundations, alumni associations and any other similar university affiliated entity in a form approved by the Board. This Affiliation Agreement shall be reviewed for approval by the Board at least every five (5) years or anytime there are substantive changes made to an Agreement. The Board of Trustees adopted certain amendments to IHL Board Policy 301.0806 effective August 2019 resulting in the need for each University to make substantive changes to their existing Affiliation Agreements in compliance with the policy amendments. At this time, various universities are seeking Board approval of the below agreements in order to comply with IHL policy.

1. **ASU – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE ALCORN STATE UNIVERSITY FOUNDATION, INC.**

Alcorn State University requests Board approval of the below proposed affiliation agreement between the University and The Alcorn State University Foundation, Inc. The proposed affiliation agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees Policies and Bylaws.

**Amended and Restated Affiliation Agreement**

**By and Between**

**Alcorn State University**

**and**

**The Alcorn State University Foundation**

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

**Preamble**

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated August 27, 1973;
WHEREAS, the University and the Foundation have previously entered into prior affiliation agreement dated January 1, 2018, the University and the Foundation desire to amend and restate the Prior Affiliation Agreement to reflect the further maturation of such relationship between the contracting Parties;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the “Board” or “IHL”) Policy 301.0806 (the “Policy”); and the University recognizes its affiliated relationship with the Foundation as critical to providing support and aid to the mission, endowment building, donor and alumni relations, and the immediate and long term success of Alcorn; and

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

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

WHEREAS, the Foundation agrees to provide detailed quarterly reports and access to the philanthropic database reflecting gifts and funds received by the Foundation under this Agreement, recognizing the importance of an agreement between the parties on acceptable standards and procedures for the accounting and auditing of accounts of the Foundation, while at the same time preserving the private and independent status of the Foundation;

WHEREAS, the University and the Foundation anticipate that the Foundation, as the primary entity for receiving philanthropic support designated for the benefit of the University, will provide the University with specified services in carrying out its mission, and the University will provide the Foundation facilities in carrying out its mission;

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

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

ARTICLE I. PURPOSE

The purpose of this Affiliation Agreement between the University and the Foundation is to (i) define clearly the relationship of the Foundation to the University, with the Foundation being a separate independent organization formed primarily for the purpose of supporting
the University, (ii) delineate formally any liability exposure between the Parties arising out of such relationship, and (iii) assure that the activities of the Foundation, on behalf of and for the benefit of the University, shall at all times further the mission of the University.

ARTICLE II. UNIVERSITY OBLIGATIONS AND SERVICES

Section 2.1 The University shall provide to the Foundation the following support, as requested by the Foundation, to carry out the normal and regular functions and operations of the Foundation business:

a. the services of the University personnel, including clerical, accounting, and other reasonable administrative support, it being understood that (i) such personnel will retain their status as employees of the University and will be governed by applicable University rules, regulations, policies, and procedures, and (ii) any services relating to the disbursement of funds shall be provided in a manner consistent with applicable federal and State law;

b. the University agrees to make available to the Foundation, whenever feasible, services of the type provided to University departments including printing and publication services, custodial services and related services in connection with the day-to-day maintenance of University owned or leased space, facilities, personnel and, to the extent permitted by law, use of the University mail system and protection of the University Police Department;

c. computer services and programming services through the University Division of Information Technology Services;

d. telephone equipment and service required for use in normal Foundation business;

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

Section 2.2 Office Space. The University shall provide office space, utilities and other support for the Foundation as needed and appropriate for work on-site within the University, adequate for the performance of the services required hereunder. The Foundation shall reimburse the University for expenses the University incurs as a result of the Foundation’s operations if those expenses would not otherwise have been incurred by the University.

Section 2.3 Stewardship. The University agrees and is committed to the concept that good stewardship of donated, gifted, and granted funds as well as compliance with donor
and grant maker intent and restrictions, to the extent permissible under applicable law, is critical to the success of immediate and long term fundraising goals, efforts, and activities; endowment growth, donor and alumni relations, high priority initiatives, the mission, and the programs of the University. The University ensures that gift funds distributed by the Foundation are used in a timely manner in compliance with donor intent and provides the Foundation staff and auditors access to records and accounts needed to monitor and verify use of gift funds.

Section 2.4 Strategic Planning and Communication. In order to provide increased and enhanced lines of communication between the Parties to assist in the coordination of the University’s mission and programs and the financial, fundraising, development, and planned giving support of the Foundation on behalf of the University, the Parties agree:

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

b. Annually, the President of the University shall certify to the Foundation a list of University employees who are authorized to request disbursements from the Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures. The Foundation shall be relieved of any liability arising from a disbursement made pursuant to the provisions of this Section of the Agreement. (Reasonable travel, educational benefits or reimbursements may be paid to a University employee (or authorized traveler, if applicable) in accordance with University policies and procedures. Payments may be made for such expenses within state limits when specifically approved by appropriate University administrators in accordance with University policy.

c. The President of the University shall submit a request to the Foundation for utilization of unrestricted and temporarily restricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, consider the University’s request and may allocate unrestricted and temporarily unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and/or the Vice President for Institutional Advancement shall routinely update key Foundation personnel on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fund raising needs and objectives.

d. The University agrees to provide the Foundation, or its designated representative(s), on a regular basis and as necessary for the Foundation to perform its responsibilities under Article III hereof, pertinent and timely
information regarding the current and long range strategic planning, mission, fundraising objectives, and programmatic goals of the University, in order that the Foundation may anticipate funding and support needs, and integrate such need in the current and long range planning of the Foundation.

Section 2.5 **License.** In further consideration of the services, support, and aid provided by the Foundation to the University as provided herein, the University hereby grants to the Foundation a paid-in-full, royalty-free, unlimited, universe-wide license and right to use, during the term and each renewal period, the name and all registered and non-registered marks, trademarks, branding and goodwill of the University and all other intellectual property rights associated or arising out of any marketing, developing, and gifting materials, publications, and otherwise of the University for the fundraising and development activities of the Foundation. The University’s name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use University’s name or registered marks or logos to any person or entity without the written approval of the President of the University. To assist the Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

a. A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.

b. The designation of the Foundation as a University affiliated entity.

c. Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

**ARTICLE III. FOUNDATION OBLIGATIONS**

Section 3.1 **Fundraising Support and Fund Management**

3.1.1. **Foundation Role.** During the term and any renewal period of this Agreement, and subject to the terms and conditions hereof, the University hereby acknowledges the role of the Foundation, and the Foundation hereby accepts its acknowledged role, to receive, manage, and administer certain private philanthropic donations and gifts for the benefit of the University as more fully described herein. The University authorizes the Foundation to receive directly and indirectly, gifts, grants, pledges, commitments, and other aid and support from donors and grant-makers for the benefit and support of the University, its programs and mission. The Parties acknowledge that the Foundation’s role described above is non-exclusive.
3.1.2 **Foundation Duties.** In connection with and consideration of the foregoing acknowledgement, the Foundation agrees that:

a. The Foundation and the University agree that the portion of the cost incurred by utilizing University employees for Foundation operational activities will be reviewed annually. The Foundation shall reimburse the University for expenses the University incurs as a result of the Foundation’s operations if those expenses would not otherwise have been incurred by the University.

b. The Foundation’s primary purpose is to provide support to the University in accord with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, serving as the entity researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its educational, research and service missions.

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

d. The Foundation, acting through its Board of Directors and staff, shall solicit, accept and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and/or improvement of the University’s physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, athletic, public service and charitable programs and activities. When soliciting funds on behalf of the University, the Foundation agrees to accept only those gifts that are consistent with the University’s missions, goals and obligations.

Section 3.1.3 **Stewardship.** The Foundation agrees to use reasonable efforts to provide the University benefactors a superior donor experience through fulfillment of donor intentions, appropriate use of funds, and expressions of impact and gratitude. The Foundation further agrees to ensure that donors shall receive receipts, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the University or to the Foundation. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Foundation records upon request. Such rights shall also be afforded to the IHL, if so desired. The Foundation must manage all funds in its control in a fiscally sound and prudent manner under generally accepted accounting policies and procedures.
Section 3.1.4 **Contracts.** The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed 5 years.

Section 3.2 **Audit.** The Foundation shall maintain its financial and accounting records separate from the University, including thorough documentation of donor intent and in accordance with generally accepted accounting principles applicable for its industry. The Foundation must cause to be prepared annual financial statements of the condition of the Foundation, which shall include such detail as the IHL Board may from time to time require; The Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Foundation’s annual financial statements; The Foundation shall submit the audited financial statements, along with a list of Foundation officers, directors or trustees, not later than five (5) months following the completion of the Foundation’s fiscal year, to the affiliated university’s IEO and to IHL; However, the annual audited financial statements of some of the state institutions’ affiliated entities will be required for inclusion in the State of Mississippi’s Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board’s Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university’s IEO and to the IHL, along with a list of Foundation officers, directors or trustees, by October 15 of each year; The IHL Board’s Associate Commissioner of Finance and Administration shall notify each such Foundation of the applicability of the October 15 deadline to such Foundation as far in advance of the deadline as possible each year; The CPA firm to be utilized by the Foundation must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the IEO or his/her designee; However, at the request of the Foundation, the IEO of a university, with the approval of the IHL Board, may grant a request of the Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Foundation and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Foundation in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.
Section 3.3 **License.** The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the University.

Section 3.4 **Conflict of Interest Policy.** The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time entitled “Conflict of interest Transactions”, university conflict of interest policies, and which addresses transactions with university or entity staff.

Section 3.5 **Endowment Building.** The Foundation will abide by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describes the method by which the Foundation will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds. All gifts received by the Foundation shall be receipted and deposited in a timely manner in accordance with the directive of the donor. All gifts received by the University shall be immediately forwarded to the Foundation for acknowledgment to ensure proper receipting and recording of all gifts. Gifts made to the University shall be accounted for and ownership maintained by the University; gifts made to the Foundation shall be accounted for and ownership maintained by the Foundation. However, checks made payable to the University will be transferred to the Foundation if a gift agreement, pledge, or expectancy exists between the donor and the Foundation. If a check is made payable to the University and no gift agreement, pledge, or expectancy exists between the Foundation and the donor, the donor will be contacted to clarify his/her intent. It will be explained that, in most situations, it is the University’s desire to have funds held within the Foundation. The intent of the donor will then control the delivery and ownership of the funds. If a situation exists where the Foundation has deposited a gift directly intended solely for the University, the Foundation shall immediately deposit into the appropriate University account funds designated for such account.

Section 3.6 **Fundraising and Planned Giving.** The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation and IHL Board Policy. In order to perform duties herein this agreement, the Foundation may use a reasonable percentage of the annual restricted funds, assess fees for services, or impose charges against managed funds to support its operations. The Foundation shall inform the University of the implementation of, or changes to, any assessment of fees at least annually and more often if requested by the President of the University.

Section 3.7 **Legal Compliance.** In connection with its performance under this Agreement, the Foundation shall maintain, comply, and observe all State and Federal requirements of any agency of the State and federal requirements of a nonprofit corporation recognized as tax exempt by the Internal revenue Service pursuant to I.R.C. §501 (c)(3).
Section 3.7.1 The President or Chairman of the Foundation shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

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

ARTICLE IV. CONFIDENTIALITY

Section 4.1 General. If requested in writing by the University, the Foundation shall provide any and all relevant information relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. The President shall promptly notify the Board and Commissioner of Higher Education if the Association refuses or fails to provide any information requested by the President. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, or trade secrets associated with donors or entity functions (collectively, Confidential and Trade Secret Information), such information shall be treated as confidential by the University President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes,
however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes with thirty (30) days’ notice to the Foundation prior to release.

The University and Foundation agree that the Foundation’s donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Except for the provisions aforementioned and as required by IHL Board Policy, unless required to disclose such information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

ARTICLE V. WORKING RELATIONSHIP

Section 5.1  **Intended Perpetuity of Relationship.** The provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a subsidiary or a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special entity would then be required to comply with any and all provisions of the affiliation agreement between the University and any Entity which owns or controls the special purpose entity.

Section 5.2  **Coordination.** The University and the Foundation have a long history of mutual cooperation and support. To further this relationship, the University President will recommend nominations to the Foundation’s Board of Directors. In addition, Foundation Board Members shall be elected terms not to exceed three years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Foundation and the mission of the University.

Section 5.3  **The Foundation Executive Director.** Subject to the final approval of the Board of Directors of the Foundation, the University shall hire a qualified professional to assume the role of Executive Director or (equivalent or successor title as determined by the University in its sole discretion). The Executive Director shall have the ability to hire additional support staff for the Foundation within any budget approved by the Board of Directors of the Foundation. In connection therewith, the Executive Director shall have authority in connection with and approval of all decisions relating to the selection, hiring, retention, compensation and evaluation of employees of the University who simultaneously
serve as employee of the Foundation. Unless otherwise provided in subsection 5.3.1, the Executive Director and the staff that s/he hires shall be the employees of the University and shall be subject to applicable University rules, regulations, policies and procedures and applicable State and Federal Law. The University and the Foundation Board of Directors shall, respectively, have the ability to terminate the employment of the Executive Director.

Section 5.3.1 Nothing contained herein shall be interpreted to prevent or limit the Foundation’s ability to engage, hire, or employ independently employees, representatives, or independent contractors and provide reasonable compensation or fees for services rendered.

ARTICLE VI. INSURANCE

Section 6.1 The Foundation shall maintain insurance coverage as deemed appropriate by the Foundation’s Board of Directors, including the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such:

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

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

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

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

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

f. If the Foundation maintains any data or information subject to privacy laws, then the Foundation shall maintain a cyber-liability insurance policy with commercially reasonable coverage limits based upon the activities of the Association. Such policy shall cover breach response, forensic investigation, penalties associated with violations of privacy laws and regulations, liability, and legal defense costs. If the Foundation accepts credit card payments, the cyber policy must also cover PCI penalties.

g. The above-described liability policies shall name the University and the Board of Trustees of State Institutions of Higher Learning (IHL) as additional
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CONSENT AGENDA
LEGAL
MAY 21, 2020

insureds, and such policies shall be primary to any program of self-insurance maintained by the University or IHL. Proof of coverage shall be mailed to IHL at: Office of Risk Management, 3825 Ridgewood Road, Jackson, MS 39211. Proof of coverage shall be provided to the University upon request.

h. All policies of insurance shall meet or exceed the equivalent of a Best’s Rating of A-VIII

ARTICLE VII. REPORTING

Section 7.1 Compensation Support. On a periodic basis, The Foundation shall, by October 15 of each year during this Agreement, submit to the University’s President and chief financial officer and to the IHL its annual audited financial statements for the prior fiscal year. Such submission shall also include a list of Foundation officers, directors or trustees. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University employees, it being agreed that any such payments shall only be made through the University’s payroll system and with University President’s approval. Understanding that no form of additional compensation may be underwritten or increased for the University President or for any IHL system office employee without IHL Board approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the University President or provided to the University for purposes of supplementing the President’s salary.

Section 7.2 Transparency Act. In order to facilitate transparency, the Foundation shall also maintain on its website, for public and University inspection, a copy of this Agreement along with its annual report and other documents related to the Foundation’s mission and operations.

Section 7.3 Legal Process. The President or Chairman of the Foundation shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The President or Chairman of the Foundation shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the President or Chairman of the Foundation will immediately notify, in writing, the President of the University.

ARTICLE VIII. TERM, TERMINATION, AND MATERIAL BREACH

Section 8.1 Term. This Agreement shall commence upon the Effective Date and continue for a term of five (5) years commencing on June 1, 2020.
Section 8.2 **Termination** This agreement may be terminated effective on May 31 at the conclusion of the then current term or renewal period or The University’s President may terminate this agreement with the prior approval of the IHL Board for specified material non-compliance with or breach of the Affiliation Agreement or applicable polices of the University or IHL. In such case, the President/IEO must provide the Foundation (90) days’ notice and work with the staff and board of the Foundation in that period to cure the breach in advance of termination. In the event of termination the Foundation 1) will remit all unrestricted gift funds to the university for one or more public purposes exclusively for the use and benefit of the university or to another entity designated by the President/IEO for one or more exempt purposes within the meaning for section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the university, 2) cease to use the university’s name or registered marks or logos without the written approval of the President/IEO, and 3) provide the IHL, the university, or other entity designated by the IHL or President/IEO with any records, accounts, or other materials requested by the President/IEO or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

Section 8.3 **Dissolution.** Governing documents of the Foundation, including but not limit to, article of incorporation, bylaws, or articles of organization provide that upon dissolution of the Foundation all of its assets be transferred to the university for one or more public purposes exclusively for the use and benefit of the university or another entity identified by the President/IEO and approved by the IHL board for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the university. Any exceptions to this requirement must be approved by the IHL board.

**ARTICLE IX. MISCELLANEOUS PROVISIONS**

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

To the University:
Felecia M. Nave, Ph.D.
President
Alcorn State University
1000 ASU Drive #359
Lorman, MS 39096

To the Foundation:
Chair, Board of Directors
ASU Foundation
1000 ASU Drive #810
Lorman, MS 39096

With a courtesy copy to:
Alcorn State University Foundation
Section 9.2 Construction and Binding Effect. This agreement constitutes the entire agreement of the Parties and supersedes any prior agreements. The Foundation’s obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of University auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the University and the Foundation.

Section 9.3 Law Governing Agreement. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi and IHL Board Policy.

Section 9.4 Severability. The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

Section 9.5 Amendment, Changes, and Modifications. This agreement may be amended, changed, modified, or altered only by an instrument in writing executed by both Parties.

Section 9.6 Relationship to the Parties. The parties agree that the Foundation is not an agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

Section 9.7 Assignment This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

Section 9.8 Waiver. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.
Section 9.9  Limitation of Liability. Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party. The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

Section 9.10  Headings for Convenience. The headings used herein are inserted for convenience only and do not describe, interpret, define or limit the scope, extent or intent of this Agreement.

Section 9.11  Compliance with Laws. In the performance of this Agreement, the Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran’s status. The Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

Section 9.12  Entire Agreement The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

The Parties hereto have caused this AMENDED and RESTATED AFFILIATION AGREEMENT to be effective in their respective names and on their respective behalves by their respective duly authorized officer as of the Effective Date.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

2. JSU – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE JACKSON STATE UNIVERSITY NATIONAL ALUMNI ASSOCIATION, INC.

Jackson State University requests Board approval of the below proposed affiliation agreement between the University and the Jackson State University National Alumni Association, Inc. The proposed affiliation agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees Policies and Bylaws.

AMENDED AND RESTATED AFFILIATION AGREEMENT BETWEEN JACKSON STATE UNIVERSITY AND THE JACKSON STATE UNIVERSITY NATIONAL ALUMNI ASSOCIATION, INC.
1. AGREEMENT

THIS AMENDED AND RESTATED AFFILIATION AGREEMENT is made and entered into this the 1st day of July, 2020, and by and between Jackson State University, a Mississippi Institution of Higher Learning (Hereinafter “JSU”) and the Jackson State National Alumni Association, Inc. (hereinafter referred to as the “Alumni Association” or “JSUNAA”); JSU and the Alumni Association will collectively be referred to as the “parties.” The Alumni Association, under the terms of its operating by-laws will apply or distribute the available net income from activities and special investment funds for the benefit of JSU and the JSU will provide support services for the Alumni Association. Further, the parties believe it important to more clearly state the relationship of the parties.

This Agreement is to memorialize the understanding of the parties concerning the relationship of the parties. As a result, this Agreement is to be considered a complete and exclusive agreement between the parties that will supersede any prior contracts or agreements, whether written or oral, that may have existed between the parties.

The provisions of this Agreement shall apply to any and all entities owned or controlled by the Alumni Association, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use or purpose of any such special purpose entity ever materially changes, the special purpose entity would then be required to comply with any and all provisions of the Agreement between the University and Alumni Association which owns the special purpose entity.

2. PURPOSE

The Parties agree and covenant that the purpose of this Agreement is to provide the framework for establishing a cooperative relationship between the parties and the respective rights and duties of the parties with respect to fundraising, business operations, and asset management and enhancement of JSU.

3. TERM

This agreement shall have a term of five (5) years, beginning on the date of execution of this agreement and ending on June 30, 2025. This Agreement may only be renewed at the end of such five year period with the prior approval of the Board of Trustees of the Mississippi Institutions of Higher Learning.
4. RELATIONSHIP OF THE PARTIES

The parties understand and agree the relationship of the parties is a cooperative one, entered into freely between two independent entities, one a not-for-profit corporation organized and existing under the laws of the State as an education and charitable corporation, and the other as an organized education entity and existing under the laws of the State of Mississippi as an institution of higher education. To encourage, nurture, and maintain the cooperative relationship, the parties agree that:

A. The Executive Committee of the Alumni Association and the Director of Institutional Advancement shall meet at least annually to review and coordinate economic development, fundraising, community development, and technology plans of the University and the Alumni Association. The plans shall be submitted by the respective committees to both for approval at the annual meetings.

B. The Chief Executive Officers of the parties agree to periodically meet with Institutions of Higher Learning (IHL) Board members, and the IHL Commissioner at a mutually convenient time.

C. If the University incurs expenses as a result of the Alumni Association’s operations, the Alumni Association shall reimburse the University for those expenses, unless the University determines it would be bearing the expense in the absence of the Alumni Association.

D. The Executive Director of the JSUNAA is an employee of the University and reports to the University’s Vice President of Institutional Advancement with respect to the operation of the Office of Alumni & Constituency Relations, and to the Alumni Association’s Board of Directors with respect to the operation of the Alumni Association as a 501(c)(3) not-for-profit corporation. The Executive Director oversees, coordinates, and evaluates the work of the Office of Alumni & Constituency Relations to ensure effective operation. The Executive Director is charged with the daily operation of the Office of Alumni & Constituency Relations, which shall from time to time comprise such duties and obligations as authorized by the Alumni Association Board of Directors or the President of the Board. Hiring, assessment, compensation and termination decisions related to the Executive Director is the responsibility of the University’s Vice President of Institutional Advancement with respect to University employment, and the Alumni Association’s Board of Directors with respect to the executive leadership of the 501(c)(3) not-for-profit corporation. The University’s Vice President of Institutional Advancement reports to the University President.

5. ALUMNI ASSOCIATION

The Alumni Association is organized for the support and advancement of JSU as well as support of charitable, scientific, literary, and educational purposes of JSU; it shall accordingly maintain a mission statement consistent with the general mission of JSU. The
Alumni Association must manage all funds in a fiscally sound and prudent manner. To achieve this mission, the Alumni Association shall assist the University with the following:

A. Managing contributions made to or through the Alumni Association
B. Handling transfers of funds or property
C. Holding such property, real or personal wherever applicable
D. Performing any acts deemed appropriate by the Board of Directors.
E. Promoting and conducting alumni and public relations activities
F. Obtaining public and private support
G. Recruitment and retention of students
H. Developing career opportunities for students
I. Communicating with alumni and friends in support of JSU

6. UNIVERSITY SUPPORT

In consideration of the valuable support services provided to JSU, and to assist the Alumni Association in providing support to the University for the performance of its mission, its students, and staff, the University agrees and covenants that it shall:

A. COMMUNICATE NEEDS. The University shall communicate with the Alumni Association to make the Association aware of University needs and priorities. The Alumni Association, in return, agrees to communicate to the University its ability and plans to fund such needs and priorities as well as the acceptance or solicitation of gifts.
B. LICENSE FOR LOGOS/TRADEMARKS. The University shall grant the Alumni Association a non-exclusive, non-transferable license to use of the University’s logo, seal, and other symbols or marks of the University in conjunction with University sanctioned economic/community development projects. The Alumni Association shall not have the right or authority to delegate or assign the use of any such University marks or symbol without the express written consent of the University’s President. Further, the Alumni Association shall not represent that it is authorized to speak on behalf of the University or in any way bind the University to any enforceable obligation. Upon the termination of this agreement, the Alumni Association shall be prohibited from using the name, symbols, or trademarks of the University unless authorized by the University.
C. MAINTENANCE AND JANITORIAL SERVICES. The University shall pay costs associated maintenance and janitorial services for the office space allocated to the Alumni Association.
D. OFFICE SPACE. The University shall provide office space to the Alumni Association, subject to availability.
E. RECOGNITION. The University agrees to designate the Alumni Association as an official affiliated entity of the University.
F. UNIVERSITY FACILITIES. The University will provide the Alumni Association, with proper identification cards, access to parking, the University's libraries, and other University facilities.

G. UNIVERSITY SERVICES. The University will provide computing systems and support services to the Alumni Association, through its President, on a cost reimbursement basis including, but not limited to, access to the University’s telephone, campus mail system, printing services, and copying services.

If the University incurs expenses as a result of the Alumni Association’s operations, including the provision of the above services, the Alumni Association shall reimburse the University for those expenses, unless the University determines it would be bearing the expense in the absence of the Alumni Association.

7. GENERAL MANAGEMENT OF FUNDS

The Alumni Association shall abide by the gift acceptance policy jointly endorsed by the University and the Alumni Association. The Alumni Association shall maintain an appropriate methodology under which all gifts, grants, endowments and other assets are accepted and accounted for, an appropriate procedure to determine how income related to those assets is computed and distributed to the University, and the terms under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Association. The Alumni Association shall manage all funds in its control in a fiscally sound and prudent manner.

8. MANAGEMENT OF ENDOWMENT FUNDS

The University agrees that it shall invest and manage endowment funds from the Alumni Association that are placed with it in a manner that conforms to applicable state laws relating to investments by a fiduciary. However, the parties acknowledge the primacy of the JSU Development Foundation (“Foundation”) as the University’s endowment fund manager, and that Alumni Affairs will not be managing institutional assets.

9. FUNDING OF THE ALUMNI ASSOCIATION

The University and Alumni Associations agree that funding for the operation of the Alumni Association shall come from the resources of the Alumni Association and may also come from funds donated to the University for the specific purpose of support for the Alumni Association and its activities.

10. CONFIDENTIALITY
The University and Alumni Association agree that sensitive information related to each other and/or data will not be shared with outside parties. This clause includes sharing confidential information with parties that the University or the Alumni Association may be in a third-party contract with. The parties agree that the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal information relating to a donor or his/her family business, or trade secrets associated with donors or entity functions (collectively, “Confidential and Trade Secret Information”), such information shall be treated as confidential by the University and the Alumni Association and appropriate safeguards shall be taken to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If the Agreement between the parties is terminated, this clause is still in effect. This disclosure restriction is not applicable where operation of law requires disclosure or in such instances where disclosure is expressly authorized in this Agreement.

11. FUNDRAISING ACTIVITIES - RECEIPT OF RESTRICTED GIFTS

A. The parties acknowledge and agree that the Alumni Association shall abide by the gift acceptance policy jointly endorsed by the University and the Alumni Association. The parties agree that the priorities for fund solicitations shall be established by the Office of Institutional Advancement and communicated at least annually, on or before 12/31 of each year by the University’s President. The Alumni Association understands that the University has entered into an agreement with the Foundation, which authorizes said Foundation to support and engage in fundraising activities for the benefit of the University. Said agreement authorizes the Foundation to solicit funds, contributions, and donations according to the priorities established by the University. Moreover, the Alumni Association’s Board may authorize fundraising priorities for economic development, research, and technology objectives not included in the University’s Office of Institutional Advancement priorities but not in conflict with them. To the extent necessary to minimize conflict, the Alumni Association will consult with the Office of Institutional Advancement regarding fundraising efforts.

B. The Alumni Association understands that the University has designated the Office of Institutional Advancement as coordinator for all fund-raising activities for the benefit of the University, its academic areas, and departments. The Alumni Association will coordinate with the Office of Institutional Advancement to support the University’s interests with respect to economic and community development, education, and other objectives of the Alumni Association.

C. The parties agree that prior to accepting gifts of tangible personal property to be placed on the University’s campus, or gifts of real estate or tangible personal
property to be used directly for University programs, the Alumni Association will obtain the written approval of the University.

D. Gifts made to the University must be accounted for and ownership maintained by the University. Gifts made to the Alumni Association must be accounted for and ownership maintained by the Alumni Association as long as this Agreement is in effect. The Alumni Association should only accept or solicit gifts for the benefit of the University that are consistent with the University’s mission, goals and/or objectives. Any institutional assets authorized to be managed by the Alumni Association must be subject to inspection and auditing by IHL and other appropriate state officials.

E. The Alumni Association shall not accept any gift, donation, grant or enter into any transaction that creates any liability for the University, without advance written approval of the institutional executive officer.

F. The parties agree to maintain sufficient documentation of donor intent of any accepted gifts or donation. The parties agree to jointly ensure that gift funds distributed by the Alumni Association are used in a timely manner in compliance with donor intent and to grant University and the Alumni Association staff and auditors access to records and accounts needed to monitor and verify use of gift funds.

12. LIMITATION ON PAYMENT TO UNIVERSITY EMPLOYEES

Implementation of economic and community development projects sponsored by the Alumni Association may be more effective if University faculty, staff and/or students are involved. However, the Alumni Association agrees it shall make no payment to any University employee or student in connection with economic/community development, education, or other projects sponsored by the Alumni Association unless it first shall have obtained the University’s consent for the employees’ and/or students’ participation and remuneration. The Alumni Association agrees to pay stipends to staff/students that have been approved by the University or the Alumni Association agrees to reimburse the University for utilization of staff/students services. The University agrees and covenants that it shall not unreasonably withhold such approval. Compensation will not be made to the University President or an IHL office employee without the consent of IHL.

13. AUDITS AND REPORTING

The Alumni Association must cause to be prepared annual financial statements of the condition of the Alumni Association, which shall include such detail as the IHL Board may from time to time require. The Alumni Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of its annual financial statements.
The Alumni Association shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the Alumni Association’s fiscal year, to the University’s President and to IHL. However, the annual audited financial statements may be required for inclusion in the State of Mississippi’s Comprehensive Annual Financial Report (CAFR). If required to submit the annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board’s Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Alumni Association must submit the annual audited financial statements to the President and IHL, along with a list of its officers, directors or trustees, by October 15 of each year. The IHL Board’s Associate Commissioner of Finance and Administration shall notify the Alumni Association of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the President of the University or his/her designee; However, at the request of the Alumni Association, the President of the University, with the approval of the IHL Board, may grant a request of the Alumni Association to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Alumni Association are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Alumni Association in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Alumni Association (if any exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Alumni Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

An annual report must be submitted to the University President providing a detailed list of any supplemental compensation which was submitted to the University for purposes of providing additional compensation to administrators, faculty, athletic staff, or other employees. The parties recognize that any form of compensation provided by the Alumni Association to the University’s President must first be requested through the Commissioner of the IHL Board and then approved by the IHL Board prior to such payment being made.

The Alumni Association cannot present any form of additional compensation for the institutional executive officer (“IEO” or “University President”) or IHL system office employee without prior approval of the Board. The request for approval shall come through the Commissioner to the IHL Board; As to other University employees, the
Affiliation Agreement provides that no form of additional compensation may be provided or paid by the Alumni Association without the prior approval by the IEO; All such approvals by the IEO must be reported to the Board of Trustees at its next official meeting; This provision does not apply to transfers from the Entity to the supported university for items such as professorships, chairs, and other programmatic support that are paid directly to the University and included in its annual budget;

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

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

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

The Alumni Association is required to submit the annual audited financial statements to the University President and agrees that such information will be forwarded
by JSU to the IHL by each December 1 [to allow compliance with Governmental Accounting Standards Board (GASB) 39] along with a list of Alumni Association offices, directors, or trustees.

The Alumni Association must furnish to the President of the University or JSU, any and all information relating to operation or management of the JSUNAA and any funds contributed to, received by, expended by, or managed by JSUNAA. The University President shall promptly notify the IHL Board and Commissioner of Higher Education if the Alumni Association refuses or fails to produce any information requested by the University President.

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

The parties acknowledge that IHL will not unnecessarily disclose or disseminate any Confidential and Trade Secret Information relating to the Alumni Association, and in particular, any information related to donors to the Alumni Association or trade secrets associated with donors or the Alumni Association functions. The parties acknowledge and agree that in some circumstances, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Under these circumstances, the parties agree that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the Board. Any decision to release any information that would identify any particular donor shall be made by the Board. The parties acknowledge and agree that no individual Board member or employee of the IHL shall release such information without authorization from the Board.

14. RECORDS

The Alumni Associations records shall be maintained separately from the records of JSU per Board Policy 301.0806. The Alumni Associations shall maintain financial and accounting records, including through documentation of donor intent, in accordance with Generally Accepted Accounting Principles.
15. CONFLICT OF INTEREST POLICY

The Alumni Association shall adopt a conflict of interest policy, which applies to all directors, officers, and staff members. The Conflict of Interest Policy or Policies shall comply with all legal requirements for such policies as applicable to organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and with all the requirements of Miss. Code Ann §79-11-269 (1972) as amended, entitled “Conflict of interest Transaction”. Additionally, said policy shall comply with the University conflict of interest policies and shall address circumstances of potential conflict of interest relating to transactions between the University and the Alumni Association staff. Said policy shall require the following: that at least thirty (30) days before the annual meeting, all directors officers and staff members shall be notified of their obligations to agree to abide by the Conflict of Interest Policy; all directors shall have the continuing responsibility to bring all related material facts concerning a potential or real conflict of interest promptly and completely to the Board; a director shall not vote or participate in the deliberation of a matter in which such director has a conflict of interest, nor shall such director use his/her personal influence, directly or indirectly in the matter, or be counted in determining the existence of a quorum for the purposes of any action of the Board.

16. INDEPENDENT ENTITY

The Alumni Association acknowledges that it is an independent entity, separate and distinct from the University, and hereby agrees that neither the University nor the State shall be liable for (1) the Alumni Association’s contracts, torts, or other acts or omissions, or (2) those of the Alumni Association’s trustees, directors, officers, members, staff, or activity participants. Further, the University or the IHL Board does not govern the Alumni Association, as an independent entity. To ensure the independence of the Alumni Association, no IHL employee (including University employees) shall hold a voting position on the Alumni Association’s Board unless special exception is made through the IHL Board. Current senior University administrators should only participate on the Alumni Association’s Board in an ex-officio, non-voting capacity. Less senior administrators or personnel may serve on the Alumni Association’s Board without restriction.

If the Alumni Association, from time to time and in its best interests, needs to rely on senior University administrators to serve as Board members of the Alumni Association, the Parties agree to request that IHL waive this Section 16 separation requirement as between the Parties so as to allow no more than two (2) senior administrators of the University to serve as Board members of the Alumni Association. Should this occur, the University shall notify IHL in writing of the details of any such instances (including the names of the senior administrators, the time period of their Board terms, and whether the administrators are also officers of the Alumni Association).

17. NONDISCRIMINATION
The parties agree that neither shall discriminate upon the basis of race, color, sex, religion, creed, handicap/disability, national origin, sexual orientation, or upon any other basis as may be proscribed by federal, state, or local law. Further, the Alumni Association agrees and covenants that it shall comply with all non-discrimination laws to which the University is, or may become, subjected.

18. FAILURE OF LEGISLATURE TO APPROPRIATE

If University’s performance under this agreement depends upon the appropriation of funds by the Mississippi legislature, and if the Legislature fails to appropriate or reduces the funds necessary for performance, then University may provide written notice of such reduction or nonappropriation and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of the University.

19. MISSISSIPPI LAW

This contract shall be governed by Mississippi law. Neither party has waived any rights to legal or equitable remedies. All limitation of liability provisions are specifically not agreed to, whether or not they have been lined out or otherwise stricken from original Agreement.

20. FORCE MAJEURE (ACTS OF GOD)

If there is an act of God prevents the parties to complete an activity related to the Agreement as written, the parties will be excused from the specific obligation that was hampered by the act of God. However, be aware that this does not terminate the Agreement in its entirety unless the parties agree to do so in writing.

21. AMENDMENT TO THE AGREEMENT

The parties of this Agreement shall conduct an annual review of the contractual agreement to discuss and/or propose the manner in which improvements in the relationship or the contract between them may be made. Further, the parties understand and agree that this Agreement may be amended by the mutual written agreement of the parties.

22. TERMINATION OF AGREEMENT

The parties understand and agree that this Agreement may be terminated by the University with ninety (90) days prior notice in advance of the proposed termination date and with prior approval of the IHL Board, for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. The parties agree to cooperate with each other during this ninety (90) day prior in an attempt to cure the breach in advance of termination. In the event of termination the Alumni Association 1) will remit all unrestricted gift funds to the University for one or more public
pursues exclusively for the use and benefit of the University or to another entity
designated by the President for one or more exempt purposes within the meaning of section
501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code
provided such purposes are exclusively for the use and benefit of the University, 2) cease to
use the University’s name or registered marks or logos without the written approval of the
President, and 3) provide the IHL Board, the University, or other entity designated by the
IHL or the President of the University with any records, accounts, or other materials
requested by the President of the University or IHL subject to appropriate restrictions set
forth in a confidentiality agreement as to protection of Confidential and Trade Secret
Information. Although the JSUNAA cannot terminate the Agreement prior to its term
without the consent of the University’s President and the IHL Board, it may exercise its
option to not renew the Agreement for an additional term.

23. DISSOLUTION OF THE ALUMNI ASSOCIATION

The Parties agree that should the Alumni Association cease operation for any
reason that upon the dissolution of the Alumni Association that all of its assets be
transferred to the University for one or more public purposes exclusively for the use and
benefit of the University or another entity identified by the President of the University and
approved by the IHL board or identified by the IHL board for one or more exempt purposes
within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding
section of any future tax code provided such purposes are exclusively for the use and
benefit of the university. Further the parties agree that any exceptions to this paragraph
must be approved by the IHL board. The parties further agree that the provisions contain
herein this paragraph shall be incorporated into the Alumni Association’s governing
documents, including but not limited to, its articles of incorporation, bylaws, and/or articles
of organization.

24. NOTICE

The parties agree that notices to either party relating to this agreement must be in
writing and signed by the party giving it. Further, such notice shall be deemed given and
received when mailed via postage prepaid by U.S. Postal Service, registered or certified
mail, with signed return receipt or express, or accomplished by hand delivery to the
following:

If to the University: If to the Alumni Association:
Office of the President President JSU National Alumni
Jackson State University Association Inc. - Alumni Affairs
9th Floor Administration Tower 101 Building-Downtown Campus
1400 J. R. Lynch Street 1400 J.R. Lynch Street
P.O. Box 17390 P.O. Box 17820
Jackson, MS 39217-0280 Jackson, MS 39217-0520
25. LEGAL COMPLIANCE AND SEVERABILITY

The parties agree to comply with all applicable state and federal laws and regulations, University policies and procedures, and with any compliance and regulatory guidelines as may be required by the IHL Board. If any provision of this agreement is determined to be in violation of an applicable law, then the unlawful portion of that provision shall be considered void without any effect on the continuing validity of other provisions or of the entire agreement.

26. MODIFICATIONS

The parties agree that no changes or modifications to this Agreement shall be made without the written consent and approval of each of the parties.

27. LIMIT ON CONTRACT LENGTH

The Alumni Association may enter into contracts for professional, advisory or other professional services necessary to accomplish its duties, but such contracts shall not exceed 2 years.

28. INFORMATION SECURITY

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

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

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

29. INSURANCE PROVISION

a. Workers’ Compensation. The JSUNAA shall maintain workers’ compensation insurance to the extent required by applicable law.

b. General Liability Insurance. The JSUNAA shall maintain commercial general liability insurance, through one or more policies, in an amount not less than $500,000 per occurrence. JSU and The Board of Trustees of State Institutions of Higher Learning (IHL) shall be named additional insureds under such policy. This liability coverage shall be primary and noncontributory with respect to any insurance or program of self-insurance maintained by JSU or IHL.

c. Fidelity / Crime Coverage. The JSUNAA shall maintain a commercially reasonable amount of insurance covering theft and loss due to employee dishonesty. Such
coverage shall include loss due to fraudulent instruction and electronic theft (such as phishing or malware), unless such coverage duplicates coverage maintained under a separate policy.

d. **Cyber Liability Insurance.** If the JSUNAA maintains information or data that is subject to privacy laws, the JSUNAA shall maintain a cyber liability policy, in a commercially reasonable amount, which shall include coverage for PCI fines, regulatory penalties, liability, and breach investigation and response. To the extent the coverage form can add JSU and IHL as additional insureds, the policy shall add JSU and IHL as additional insureds for incidents arising from the services contemplated by this Agreement.

e. **Proof of Insurance.** Certificates of insurance, which list all applicable endorsements, shall be provided to JSU upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211.

f. **Insurer Quality.** All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater, and such insurers must be licensed or authorized to provide insurance in the State of Mississippi.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Affiliation Agreement to be executed by their duly authorized officers as of the day and date first above written.

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

3. **JSU – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE JACKSON STATE UNIVERSITY DEVELOPMENT FOUNDATION, INC.**

Jackson State University requests Board approval of the below proposed affiliation agreement between the University and the Jackson State University Development Foundation, Inc. The proposed affiliation agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees Policies and Bylaws.

**AMENDED AND RESTATED AFFILIATION AGREEMENT BETWEEN JACKSON STATE UNIVERSITY AND THE JACKSON STATE UNIVERSITY DEVELOPMENT FOUNDATION, INC.**

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

The provisions of this Agreement shall apply to any and all entities owned or controlled by the Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of University auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the Agreement between the University and the Foundation which owns the special purpose entity.

PREAMBLE

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation and Bylaws.

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

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

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

WHEREAS, the Foundation, in connection with its major gift fundraising and asset management activities, utilizes personnel experienced in both planning and management of solicitation of private contributions and the investment, accounting and disbursement of these assets;
WHEREAS, the University and the Foundation anticipate that the Foundation will provide the University with specified services and facilities in carrying out its mission; and

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

WHEREAS, the President of the University (hereinafter referred to as the "President") believes that it is in the best interest of the University for fund raising to be coordinated through the Foundation to increase efficiency and to expand the current sources of support for the University and desires to engage the services of the Foundation in accordance with the terms and conditions more fully set forth herein below;

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

ARTICLE 1. UNIVERSITY PERSONNEL AND SERVICES

1.1 The Foundation may utilize, with the approval of the University President, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of the Foundation. Specifically, the University President, and the Foundation agrees, that the JSU Office of Institutional Advancement shall serve the management purposes for the Foundation, subject to available funding.

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

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

1.4 In exchange for the benefits/consideration received by the University from the Foundation, the University shall provide Foundation employees staff identification cards, parking privileges, admittance to athletics and entertainment events, health services benefits and access to the University’s library and to its recreation and fitness programs, at the same rates and under the same terms as those benefits and facilities are made available to University administrators and other employees.
1.5 The University designates the Foundation as the primary entity for receipting, acknowledging, accounting for and managing its funds, as well as for researching, identifying and maintaining biographical and giving records of potential and actual donors. The Foundation must manage all funds under its control in a fiscally sound and prudent manner. In consideration for these services being provided by the Foundation, the Foundation, with the consent of the University, which consent shall not be unreasonably withheld, may use a percentage of the annual unrestricted funds, assess fees for services, or impose charges against managed funds to support its operations. The University shall also reimburse the Foundation for the cost of any donations received for items such as wire fees and credit card fees on gifts received. Additionally, the University will provide, as consideration for services provided, personnel necessary for the performance of the Foundation’s duties, which personnel shall be selected, hired, or fired by the University. Such personnel shall include the JSU Division of Institutional Advancement, which shall serve as the management entity of the Foundation. If the Foundation is unable to financially operate based upon the funding stated above, the University and Foundation agree to negotiate in good faith for additional consideration, whether in kind or otherwise, subject to available University funding and for an amount not to exceed the value of services.

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

1.7 Annually, the University President shall certify to the Foundation a list of University employees who are authorized to request disbursements from the Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures.

1.8 The University President shall submit a request to the Foundation for utilization of University unrestricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, incorporate the University’s request into its operating budget and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and/or the Executive Director of the Foundation and the Vice President of JSU's Division of Institutional Advancement shall routinely update key Foundation personnel on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fund-raising needs and objectives. The Foundation will not solicit or accept gifts which are inconsistent with the University’s mission, goals, or objectives.

1.9 The University’s name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use University’s name or registered
marks or logos to any person or entity without the written approval of the President of the University or the JSU Department of Contractual Services, if delegated by the President.

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

1.9 (a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.

1.9 (b) A non-exclusive, non-transferable license to use University trademarks, service marks and trade names historically associated with the Foundation.

1.9 (c) The designation of the Foundation as a University affiliated entity.

1.9 (d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

ARTICLE 2. FOUNDATION OBLIGATIONS

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

2.2 The Foundation, acting through its Board of Directors and/or staff, shall assist the University’s Division of Institutional Advancement in its fund-raising activities and development programs with individuals, corporations, foundations, governmental and other external organizations. The Foundation will coordinate management and recognition of scholarship programs with JSU offices, including Student Financial Aid, the Registrar’s Office, the Honors Program Office, the Provost Office and other University Colleges or departments as necessary.

2.3 The Foundation, acting through its Board of Directors and/or staff, shall solicit and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and improvement of the University’s physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of the University, the Foundation agrees to accept only those gifts that are consistent with the University’s
missions, goals and obligations. The University and the Foundation (the “Parties”) acknowledge and agree that the Foundation shall abide by a gift acceptance policy that will be jointly endorsed by the University and the Foundation.

2.4 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the University or to the Foundation. The Parties agree to maintain sufficient documentation of donor intent of any accepted gifts or donation. The Parties agree to jointly ensure that gift funds distributed by the Foundation are used in a timely manner in compliance with donor intent and to grant University and the Foundation staff and auditors access to books, records and accounts needed to monitor and verify use of donated funds. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Foundation records. Such rights shall be afforded to the IHL, if so desired.

2.5 The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed 2 years. The Affiliation Agreement between the University and Foundation must be approved by the Board at least every 5 years, and whenever amended.

2.6 The jointly endorsed gift acceptance policy of the Parties shall include provisions stating that the Foundation shall maintain an appropriate methodology under which all gifts, grants, endowments and other assets are accepted and accounted for (including the method by which the entity will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds), an appropriate procedure to determine how income related to those assets is computed and distributed to the University, and the terms under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Foundation. The Foundation shall manage all funds in its control in a fiscally sound and prudent manner.

2.7 The Foundation shall maintain its separate financial and accounting records, including thorough documentation of donor intent, in accordance with generally accepted accounting principles applicable for its industry. The Foundation must cause to be prepared annual financial statements of the condition of the Foundation, which shall include such detail as the IHL Board may from time to time require. The Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of its annual financial statements. The Foundation shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the Foundation’s fiscal year, to the University’s President and to IHL. However, the annual audited financial statements may be required for inclusion in the State of Mississippi’s Comprehensive Annual Financial Report (CAFR). If required to submit the annual audited financial statements for inclusion in the CAFR, as determined by the...
IHL Board’s Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Foundation must submit the annual audited financial statements to the President and IHL, along with a list of its officers, directors or trustees, by October 15 of each year. The IHL Board’s Associate Commissioner of Finance and Administration shall notify the Foundation of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the President of the University or his/her designee. However, at the request of the Foundation, the President of the University, with the approval of the IHL Board, may grant a request of the Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Foundation in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Foundation (if any exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

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

2.9 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time entitled “Conflict of interest Transaction”. Additionally, said policy shall comply with the University conflict of interest policies and shall address circumstances of potential conflicts of interest relating to transactions with the University or Foundation staff.

2.10 The Foundation shall immediately deposit into the appropriate University account, or at a minimum notify the chief financial officer of the University regarding, any funds which are sent to the Foundation, but which are clearly intended to be funds designated for a University account. All gifts made to the University shall be accounted for and ownership maintained by the University, even though they may be managed by the Foundation.
2.11 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation and not in conflict with any provision of this Agreement.

2.12 The Foundation Executive Director shall promptly notify the University President and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

a. The Foundation has materially breached any of its contractual obligations under the Agreement;

b. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;

c. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;

d. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;

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

f. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of $50,000 in any calendar year; The previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

2.13 If requested by the University President, the Foundation shall provide any and all information relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation; provided, however, no such request shall be made to the Foundation or to the University President by an individual Board member. The University and the Foundation agree that sensitive information related to each other and/or data will not be shared with outside parties. This clause includes sharing confidential information with parties with whom the University or the Foundation may have a third-party contract. The Parties agree that the Foundation’s
donor and giving records and any other financial or commercial information possessed by
the Foundation or provided by the Foundation to the University concerning individuals or
corporations that provide Foundation financial support are confidential and proprietary.
The Parties further agree that the identity of donors who have expressly stated they wish to
remain anonymous, or with respect to any information relating to the identification,
cultivation and solicitation of donors, or with respect to personal information relating to a
donor or his/her family business, or trade secrets associated with donors or entity functions
(collectively, “Confidential and Trade Secret Information”), such information shall be
treated as confidential by the University and the Foundation and appropriate safeguards
shall be taken to assure that such information is utilized or disseminated only in a manner
that is appropriate under the circumstances. If this Agreement is terminated, this clause
shall remain in effect. This disclosure restriction is not applicable where operation of law
requires disclosure or in such instances where disclosure is expressly authorized in this
Agreement. The IHL, acting upon its minutes, may require the Foundation to provide
information or allow inspection of its records as required by the IHL to assess whether, in
the IHL’s opinion, the Foundation is in compliance with this Agreement and that the funds
held for the University or for its benefit are appropriately utilized and protected. No such
request for information will be made by individual IHL members to the University or to the
President.

IHL will attempt, when appropriate, to resolve any issues or concerns about the
activities of the Foundation informally. However, IHL may determine, acting upon its
minutes, that informal measures are or will be untimely, insufficient, or inappropriate to
secure information necessary to allow the Board to determine that the Foundation is
appropriately complying with this Agreement and that funds intended to be used for the
benefit of the University are appropriately maintained and expended. If the Board makes
such a finding, the Foundation will permit an audit, inspection or review of the financial
and other records of the Foundation by persons selected by the IHL, which persons shall
have the power to determine the appropriate scope of the investigation and the records to be
examined. Further, the Foundation will fully cooperate with any such inquiries.

Though the IHL will not unnecessarily disclose or disseminate any confidential and
trade secret information relating to the Foundation, and in particular, any information
related to donors to the Foundation or trade secrets associated with donors or entity
functions, in some circumstances, however, such as those involving alleged misuse or
misappropriation of funds, appropriately limited disclosure of information related to donors
may be necessary in order to conduct the investigation and to recover the funds, or to allow
prosecution with respect to any misappropriation of funds. Thus, the Foundation
recognizes that the final determination as to the appropriate extent of any disclosure or
other use of the information is in the discretion of the IHL and any decision to release any
information that would identify any particular donor shall be made by the IHL acting upon
its minutes. No individual IHL Board member or employee of the IHL will release such
information without authorization from the Board.
2.14 The Foundation shall provide such other services as may be reasonably requested by the University to effectively conduct the programs and provide the services contemplated herein, provided such other duties shall not conflict with the Foundation’s mission or applicable laws.

2.15 The Foundation is a not-for-profit corporation, organized under the laws of the State of Mississippi. In accordance with its Articles of Incorporation, the Foundation is to be administered and operated exclusively for the benefit of the University. However, the Foundation is not a subsidiary of the University and is not directly or indirectly controlled by the University. The independent Board of Directors of the Foundation is entitled to make all decisions regarding the business and affairs of the Foundation. Moreover, the assets of the Foundation are the exclusive property of the Foundation and do not belong to the University. The resources of the Foundation are committed and disbursed at the discretion of the Foundation’s Board of Directors in accordance with donor directions and with Foundation policy, developed and updated as needed in cooperation with the University. No University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Board of Directors of the Foundation but may serve as an ex-officio non-voting member. The Chief Executive Officer (CEO) of the Foundation shall report directly to the Foundation Board of Directors. On at least an annual basis, the Chair of the Foundation shall seek input from the President on the performance of the CEO. The Chair of the Foundation shall also seek the President’s input in the hiring, compensation and termination of this position as such decisions are being made by the Foundation Board of Directors.

ARTICLE 3. COMPLIANCE

3.1 The Foundation shall comply with any and all federal and state laws and regulations, University policies and procedure, and shall comply with any compliance and regulatory guidelines as may be required by the Board.

ARTICLE 4. REPORTING

4.1 The Foundation shall, by December 1 of each year during this Agreement, submit to the University President, the chief financial officer of the University, and to the IHL its annual audited financial statements for the prior fiscal year as set forth in Section 2.6 of this Agreement. Such submission shall also include a list of Foundation officers, directors or trustees. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University Employees, it being agreed that any such payments shall only be made through the University’s payroll system and with the University President’s approval. Understanding that no form of additional compensation may be underwritten for the University President or for any IHL system office employee without IHL approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation.
provided to the President or provided to the University for purposes of supplementing the University President’s salary.

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

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

4.4 The IHL Board may require the Foundation to provide information or allow inspection of its records as required by the Board to determine that the Foundation is in compliance with the Affiliation Agreement and that the funds held for the institution or for its benefit are appropriately utilized and protected. No such request for information will be made by individual Board members to the Foundation or the University President.

As a matter of general policy, the Board will attempt, when appropriate, to resolve any issues or concerns about the activities of any Foundation informally. The Board may determine by appropriate action, at a duly called meeting of the Board, that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Foundation is appropriately complying with the Affiliation Agreement and that funds intended to be used for the benefit of the institution are appropriately maintained and expended. If the Board makes such a finding, the Foundation will permit an audit, inspection or review of the financial and other records of the entity by persons selected by the Board, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined, and that the Foundation will fully cooperate with any such inquiries.

The Parties acknowledge that it is the policy of the Board that it will not unnecessarily disclose or disseminate any Confidential and Trade Secret Information relating to the Foundation, and in particular, any information related to donors to the Foundation or trade secrets associated with donors or Foundation functions. The Parties acknowledge and agree that in some circumstances, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Under these
circumstances, the Parties agree that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the Board. Any decision to release any information that would identify any particular donor shall be made by the Board. The Parties acknowledge and agree that no individual Board member or employee of the IHL shall release such information without authorization from the Board.

4.5 Certain Other Reporting Provisions.

(1) It is expected that the chief executive officer of the Foundation will work cooperatively with the University, specifically, with the University’s Office of Institutional Advancement. With respect to Foundation fiscal and administrative matters, the CEO of the Foundation shall have reporting responsibility to the Foundation’s Board of Directors.

(2) It is expected that the University President (or his or her designee) and the Foundation’s Board of Directors will work cooperatively with respect to hiring, evaluation, compensation and termination decisions relating to the CEO of the Foundation. However, final decision-making authority regarding each of the foregoing areas shall rest with the Foundation’s Board of Directors except in instances where the CEO of the Foundation also serves in a capacity as a University employee, in which instance, the University President shall have the final decision-making authority relating to the Executive Director’s employment as a University employee and the Foundation’s Board of Directors shall have the final decision-making authority with respect to the executive leadership of the Foundation. As provided in Section 2.15 above, the CEO of the Foundation shall report directly to the Foundation Board of Directors with respect to the operation of the Foundation as a 501(c)(3) not-for-profit corporation. The University shall have the final decision-making authority relating to employment decisions regarding University employees.

ARTICLE 5. TERMINATION AND RENEWAL

5.1 This Agreement shall have a term of five (5) years, beginning on the effective date of this agreement and ending on June 30, 2025. This Agreement may only be renewed at the end of such five year period with the prior approval of the Board of Trustees of the Mississippi Institutions of Higher Learning.

5.2 The Parties understand and agree that this Agreement may be terminated by the University with ninety (90) days prior written notice in advance of the proposed termination date and with prior approval of the IHL Board, for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. The Parties agree to cooperate with each other during this ninety (90) day notice period in an attempt to cure the specified breach in advance of termination.

5.3 In the event of termination and non-renewal of this Agreement, the Foundation (1) will remit all unrestricted gift funds to the University for one or more public purposes exclusively for the use and benefit of the University or to another entity
designated by the University President for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code, provided such purposes are exclusively for the use and benefit of the University, (2) cease to use the University’s name or registered marks or logos without the written approval of the University President, and (3) provide the IHL Board, the University, or other entity designated by the IHL or the University President with any records, accounts, or other materials requested by the University President or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information,

5.4 The Parties agree that upon dissolution of the Foundation, all of its assets shall be transferred to (1) the University for one or more public purposes exclusively for the use and benefit of the University, or (2) another entity identified by the President of the University and approved by the IHL Board (or identified by the IHL Board) for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code, provided that such purposes are exclusively for the use and benefit of the University. Further, the Parties agree that any exceptions to this paragraph must be approved by the IHL Board. The Parties further agree that the provisions contain herein this paragraph shall be incorporated into the Foundation’s governing documents, including but not limited to, its articles of incorporation, bylaws, and/or articles of organization.

ARTICLE 6. MISCELLANEOUS PROVISIONS

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

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

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

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

6.5 In the performance of this Agreement, the Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran’s status. The Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.
The Parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the Parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the Parties hereto.

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

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

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

The Foundation’s obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, including any subsidiary entities to the Foundation.

The Parties agree to amend their Bylaws or policies as necessary to conform with the requirements of this Agreement.

**ARTICLE 7. NOTICE**

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

To the University:  
Thomas K. Hudson, Acting President  
Office of the President  
Jackson State University  
P.O. Box 17390  
Jackson, MS 39217

To the Foundation:  
Debra McGee  
Chairman of the Board of Directors  
JSU Development Foundation  
P.O. Box 17144  
Jackson, MS 39217

Division of General Counsel  
Jackson State University  
P. O. Box 17239  
Jackson, MS 39217-0239

or to such other addressee as may be hereafter designated by written notice.
ARTICLE 8. INFORMATION SECURITY

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

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

The Foundation must obtain the written approval of UNIVERSITY before subcontracting any portion of this Agreement. All subcontracts shall incorporate the terms of this Agreement so as to require subcontractors to meet or exceed the Foundation’s security obligations, including all data security requirements.
ARTICLE 9. INSURANCE

A. Workers’ Compensation. The Foundation shall maintain workers’ compensation insurance to the extent required by applicable law.

B. General Liability Insurance. The Foundation shall maintain commercial general liability insurance, through one or more policies, in an amount not less than $500,000 per occurrence. JSU and The Board of Trustees of State Institutions of Higher Learning (IHL) shall be named additional insureds under such policy. This liability coverage shall be primary and noncontributory with respect to any insurance or program of self-insurance maintained by JSU or IHL.

C. Fidelity / Crime Coverage. The Foundation shall maintain a commercially reasonable amount of insurance covering theft and loss due to employee dishonesty. Such coverage shall include loss due to fraudulent instruction and electronic theft (such as phishing or malware), unless such coverage duplicates coverage maintained under a separate policy.

D. Cyber Liability Insurance. If the Foundation maintains information or data that is subject to privacy laws, the Foundation shall maintain a cyber liability policy, in a commercially reasonable amount, which shall include coverage for PCI fines, regulatory penalties, liability, and breach investigation and response. To the extent the coverage form can add JSU and IHL as additional insureds, the policy shall add JSU and IHL as additional insureds for incidents arising from the services contemplated by this Agreement.

E. Proof of Insurance. Certificates of insurance, which list all applicable endorsements, shall be provided to JSU upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211.

F. Insurer Quality. All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater, and such insurers must be licensed or authorized to provide insurance in the State of Mississippi.

IN WITNESS WHEREOF, the University and the Foundation, acting through the President of the University and the Chairman of the Board of Directors, respectively, execute this Agreement on this the_______ day of _________________, 2020.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

4. JSU – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE BLUE BENGAL ATHLETIC ASSOCIATION, INC.

Jackson State University requests Board approval of the below proposed affiliation agreement between the University and the Blue Bengal Athletic Association, Inc. The
proposed affiliation agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees Policies and Bylaws.

AMENDED AND RESTATED AFFILIATION AGREEMENT BETWEEN JACKSON STATE UNIVERSITY AND THE BLUE BENGAL ATHLETIC ASSOCIATION, INC.

This Amended and Restated Agreement is made and entered into effective this 1st day of ____________, 2020 (the effective date) by and between Jackson State University, a Mississippi Institution of Higher Learning, organized and existing under the laws of the State of Mississippi (hereinafter “JSU” or the “University”), and THE BLUE BENGAL ATHLETIC ASSOCIATION, INC. d.b.a. the Blue Bengals, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the “Blue Bengals”).

This Agreement is designed to govern the relationship between the University and the Blue Bengals by setting forth the terms and conditions under which the Blue Bengals Athletic Association, Inc. will provide certain support and services for and on behalf of the University.

The provisions of this Agreement shall apply to any and all entities owned or controlled by the Blue Bengals.

PREAMBLE

WHEREAS, the Blue Bengal Athletic Association, Inc. is a non-profit organization, educational and charitable organization under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, existing to help enhance, enrich and ensure the continuous growth of Jackson State University Athletic Programs, for both men and women, in accordance and compliance with the National Collegiate Athletic Association (NCAA), Southwestern Athletic Conference (SWAC) and University rules and regulations.

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

WHEREAS, the University and the Blue Bengals Blue Bengals Athletic Association, Inc. desire to define the arrangement and guidelines concerning booster club support services and fund raising activities in support of each other as set forth in this Agreement; and
NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Blue Bengals do hereby agree as follows:

ARTICLE 1. SUPPORT SERVICES

1.1 The University designates the Blue Bengals Athletic Association as a booster club and fund raising entity for the University and JSU Athletics.

1.2 The Blue Bengals Athletic Association may utilize, with the approval of the University President, which approval shall not be unreasonably withheld, such University facilities from time to time as is needed to carry out the purposes of the Blue Bengals.

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

1.4 The University President may serve *ex officio, or designee* as a non-voting member of the Blue Bengals Athletic Association’s Board of Directors. However, no IHL Board member or employee shall serve as a voting member of the Blue Bengals Athletic Association’s Board of Directors.

1.5 The University’s name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Blue Bengals shall not use, assign or delegate the authority to use University’s name or registered marks or logos to any person or entity without the written approval of the President of the University or JSU’s Department of Contractual Services, if delegated by the University President. To assist the Blue Bengals in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University and JSU Athletics, the University grants the Blue Bengals the following rights:

(a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Blue Bengals.

(b) A non-exclusive, non-transferable licenses to use University trademarks, service marks and trade names historically associated with the Blue Bengals.

(c) The designation of the Blue Bengals as a University affiliated entity.

(d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Blue Bengals in discharging its obligations under this Agreement.
ARTICLE 2. THE BLUE BENGALS ATHLETIC ASSOCIATIONS’ OBLIGATIONS

2.1 The Blue Bengals Athletic Association’s primary purpose is to provide support to the University and JSU’s Athletic Department in accordance with the provisions of its Articles of Incorporation, By-laws, and Constitution, which support includes, but is not limited to, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its Athletic Department.

2.2 The Blue Bengals shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Blue Bengals, and shall keep accurate and current records of all such contributions made directly to the University or to the Blue Bengals. The parties agree to maintain sufficient documentation of donor intent of any accepted gifts or donation. The parties agree to jointly ensure that gift funds distributed by the Blue Bengals are used in a timely manner in compliance with donor intent and to grant University and the Blue Bengals staff and auditors access to records and accounts needed to monitor and verify use of gift funds. Assets of the Blue Bengals shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Blue Bengals records. Such rights shall be afforded to the IHL, if so desired.

2.3 The Blue Bengals may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed 2 years. The Affiliation Agreement between the University and the Blue Bengals must be approved by the Board at least every five (5) years and whenever amended.

2.4 The Blue Bengals shall abide by the gift acceptance policy jointly endorsed by the University and the Blue Bengals. The Blue Bengals shall maintain an appropriate methodology under which all gifts, grants, endowments and other assets are accepted and accounted for, an appropriate procedure to determine how income related to those assets is computed and distributed to the University, and the terms under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Blue Bengals. The Blue Bengals shall manage all funds in its control in a fiscally sound and prudent manner.

2.5 The Blue Bengals shall maintain its separate financial and accounting records, including through documentation of donor intent, in accordance with generally accepted accounting principles applicable for its industry. The Blue Bengals must cause to be prepared annual financial statements of the condition of the Blue Bengals, which shall include such detail as the IHL Board may from time to time require. The Blue Bengals must also engage a Certified Public Accounting (CPA) firm to perform annual audits of its annual financial statements. The Blue Bengals shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the Blue Bengal’s fiscal year, to the University’s President and to IHL. However, the annual audited financial statements may be required for inclusion in
the State of Mississippi’s Comprehensive Annual Financial Report (CAFR). If required to submit the annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board’s Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit; the Blue Bengals must submit the annual audited financial statements to the President and IHL, along with a list of its officers, directors or trustees, by October 15 of each year. The IHL Board’s Associate Commissioner of Finance and Administration shall notify the Blue Bengals of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the President of the University or his/her designee. However, at the request of the Blue Bengals, the President of the University, with the approval of the IHL Board, may grant a request of the Blue Bengals to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Blue Bengals are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Blue Bengals in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Blue Bengals (if any exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Blue Bengals anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

2.6 The Blue Bengals acknowledge and agree that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University. Upon written request by Blue Bengal, the University may extend to Blue Bengals a license to use certain University marks, including all such trademarks, service marks and trade names historically associated with the University. The Blue Bengals shall cease to use and shall not assign or delegate the authority to use the respective university’s name or registered marks or logos to any person or entity without the written approval of the President, his designee, or the Department of Contractual Services.

2.7 The Blue Bengals shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time entitled “Conflict of Interest Transaction”. Additionally, said policy shall comply with the University conflict of interest policies and shall address circumstances of potential conflict of interest relating to transactions between the University and the Blue Bengals staff.
2.8 The Blue Bengals shall perform any and all other acts and activities on behalf of the University, as the Blue Bengals deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Blue Bengals and not in conflict with any provision of this Agreement.

2.9 All gifts made to the University shall be accounted for and ownership maintained by the University, even though they may be managed by The Blue Bengal Athletic Association, Inc. The parties acknowledge and agree that the Blue Bengals shall abide by the University's gift acceptance policy jointly endorsed by the University and the Blue Bengals.

2.10 The Blue Bengals’ President shall promptly notify the University President and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

   a. The Blue Bengals has materially breached any of its contractual obligations under the Agreement;

   b. The Blue Bengals has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;

   c. The Blue Bengals has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;

   d. There has been a failure by the Blue Bengals or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Blue Bengals;

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

   f. The Blue Bengals has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Blue Bengals, or any Blue Bengals controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of $50,000 in any calendar year; The previous sentence creates a duty for the Blue Bengals to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

2.11 If requested by the University, the Blue Bengals shall provide any and all information relating to the operation or management of the Blue Bengals or any funds contributed to, received by, expended by or managed by the Blue Bengals. The President
shall promptly notify the Board and the Commissioner of Higher Education if the
Association refuses or fails to produce any evidence requested by the President. To the
extent that information is inspected, reviewed or received by the President of the University
or his/her designees with respect to the identity of donors who have expressly stated they
wish to remain anonymous, or with respect to any information relating to the identification,
cultivation and solicitation of donors, or with respect to personal, commercial, or
proprietary information relating to a donor or his/her family or business, or trade secrets
associated with donors or entity functions (collectively, “Confidential and Trade Secret
Information”), such information shall be treated as confidential by the President and any
designee who may acquire such information. The University is expected to take appropriate
safeguards to assure that such information is utilized or disseminated only in a manner that
is appropriate under the circumstances. Such inspection rights are also extended to the IHL
acting upon its minutes, however, it is understood that the appropriate extent of any
disclosure or other use of the information is in the discretion of the IHL and, further,
any decision to release any personal, commercial, or proprietary information or to release
any information that would identify any particular donor shall only be made by the IHL
acting upon its minutes.

2.12 The Blue Bengals shall provide such other services as may be reasonably
requested by the University to effectively conduct the programs and provide the services
contemplated herein, provided such other duties shall not conflict with the Blue Bengal’s
mission or applicable laws.

ARTICLE 3. COMPLIANCE

3.1 The Blue Bengals shall comply with any and all federal and state laws and
regulations, the University’s policies and procedures, the National Collegiate Athletic
Association - NCAA Division 1 Bylaws, and with any compliance and regulatory
guidelines as may be required by the IHL Board.

ARTICLE 4. REPORTING

4.1 The Blue Bengals shall, by December 1 of each year during this Agreement,
submit to the University President, the chief financial officer of the University, and to the
IHL its annual audited financial statements for the prior fiscal year as set forth in Section
2.5 of this Agreement. Such submission shall also include a list of Blue Bengals officers,
directors or trustees. The Blue Bengals shall submit an annual report providing a detailed
list of any supplemental compensation which was provided to the University for the
purpose of providing any additional compensation to administrators, faculty or other
University Employees, it being agreed that any such payments shall only be made through
the University’s payroll system and with the University President’s approval.
Understanding that no form of additional compensation may be underwritten for the
University President or for any IHL system office employee without IHL approval, the
Blue Bengals shall also provide documentation of approval from the IHL of any
supplemental compensation provided to the President or provided to the University for
purposes of supplementing the President’s salary.

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

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

4.4 The IHL Board may require the Blue Bengals to provide information or allow inspection of its records as required by the Board to determine that the Blue Bengals is in compliance with the Affiliation Agreement and that the funds held for the institution or for its benefit are appropriately utilized and protected. No such request for information will be made by individual Board members to the Blue Bengals or the University President. As a matter of general policy, the Board will attempt, when appropriate, to resolve any issues or concerns about the activities of any Blue Bengals informally. The Board may determine by appropriate action, at a duly called meeting of the Board that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Blue Bengals is appropriately complying with the Affiliation Agreement and that funds intended to be used for the benefit of the institution are appropriately maintained and expended. If the Board makes such a finding, the Blue Bengals will permit an audit, inspection or review of the financial and other records of the entity by persons selected by the Board, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined, and that the Blue Bengals will fully cooperate with any such inquiries. The parties acknowledge that IHL will not unnecessarily disclose or disseminate any Confidential and Trade Secret Information relating to the Blue Bengals, and in particular, any information related to donors to the Blue Bengals or trade secrets associated with donors or the Blue Bengals functions. The parties acknowledge and agree that in some circumstances, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Under these circumstances, the parties agree that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the Board. Any decision to release any information that would identify any particular donor shall be made by the Board. The parties acknowledge and
agree that no individual Board member or employee of the IHL shall release such information without authorization from the Board.

4.5 Certain Other Reporting Provisions. (1) It is expected that the chief executive of the Association will work cooperatively with the University, specifically, with the University’s Office of Institutional Advancement. With respect to the Association's fiscal and administrative matters, the chief executive of the Association shall have reporting responsibility to the Association’s board of directors. (2) It is expected that the University President (or his or her designee) and the Association’s board of directors will work cooperatively with respect to hiring, assessment, compensation and termination decisions relating to the chief executive of the Association. However, final decision-making authority regarding each of the foregoing areas shall rest with the Association's board of directors except in instance where the chief executive of the Association also serves in a capacity as a University employee. The University shall have the final decision-making authority relating to employment decision of University employees.

ARTICLE 5. TERMINATION AND RENEWAL

5.1 This Agreement shall expire on December 31, 2022. The Agreement will automatically renew for an additional two (2) year term if notice of intent not to renew is not provided by at least one party within thirty (30) days of the end of the term. However, the Agreement may only be renewed at the end of said additional two year period with the prior approval of the IHL Board.

5.2 The parties understand and agree that this Agreement may be terminated by the University with ninety (90) days prior notice in advance of the proposed termination date and with prior approval of the IHL Board, for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. The parties agree to cooperate with each other during this ninety (90) day period in an attempt to cure the breach in advance of termination.

5.3 In the event of termination and non-renewal of this Agreement, the Blue Bengals 1) will remit all unrestricted gift funds to the University for one or more public purposes exclusively for the use and benefit of the University or to another entity designated by the IEO for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the University, 2) cease to use the University’s name or registered marks or logos without the written approval of the IEO, and 3) provide the IHL Board, the University, or other entity designated by the IHL or the President of the University with any records, accounts, or other materials requested by the President of the University or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

5.4 The Parties agree that should the Blue Bengals cease operation for any reason that upon the dissolution of the Blue Bengals that all of its assets be transferred to
the University for one or more public purposes exclusively for the use and benefit of the University or another entity identified by the President of the University and approved by the IHL board or identified by the IHL board for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the University. Further, the parties agree that any exceptions to this paragraph must be approved by the IHL board. The parties further agree that the provisions contained here in this paragraph shall be incorporated into the Blue Bengals’ governing documents, including but not limited to, its articles of incorporation, bylaws, and/or articles of organization.

ARTICLE 6. MISCELLANEOUS PROVISIONS

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

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

6.3 Neither the University nor the Blue Bengals Association shall have any liability for the obligations, acts, or omissions of the other party.

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

6.5 The University and the Blue Bengals agree that sensitive information related to each other and/or data will not be shared with outside parties. This clause includes sharing confidential information with parties that the University or the Blue Bengals may be in a third-party contract with. The parties agree that the Blue Bengals’ donor and giving records and any other financial or commercial information possessed by the Blue Bengals or provided by the Blue Bengals to the University concerning individuals or corporations that provide the Blue Bengals financial support are confidential and proprietary. The parties further agree that the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal information relating to a donor or his/her family business, or trade secrets associated with donors or entity functions (collectively, “Confidential and Trade Secret Information”), such information shall be treated as confidential by the University and the Blue Bengals and appropriate safeguards shall be taken to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If the Agreement between the parties is terminated, this clause is still in effect. This disclosure restriction is not applicable where operation of law requires disclosure or in such instances where disclosure is expressly
authorized in this Agreement.

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

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

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

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

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

6.11 The Blue Bengal Athletic Association’s obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, including any subsidiary entities to the Blue Bengals Association.

6.12 If there is an act of God prevents the parties to complete an activity related to the Agreement as written, the parties will be excused from the specific obligation that was hampered by the act of God. However, be aware that this does not terminate the Agreement in its entirety unless the parties agree to do so in writing.

6.13 If University’s performance under this agreement depends upon the appropriation of funds by the Mississippi legislature, and if the Legislature fails to appropriate the funds or reduces funds necessary for performance, then University may provide written notice of such reduction or nonappropriation and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of the University.

6.14 This contract shall be governed by Mississippi law. Neither party has waived any rights to legal or equitable remedies. All limitation of liability provisions are specifically not agreed to, whether or not they have been lined out or otherwise stricken.
from original Agreement. The parties agree to amend their Bylaws or policies as necessary to conform to the requirements of this Agreement.

6.15 Insurance Requirements.

a. Workers’ Compensation. Blue Bengals shall maintain workers’ compensation insurance as required by applicable law.

b. General Liability Insurance. Blue Bengals shall maintain commercial general liability insurance, through one or more policies, in an amount not less than $500,000 per occurrence. JSU and The Board of Trustees of State Institutions of Higher Learning (IHL) shall be named additional insureds under such policy. This liability coverage shall be primary and noncontributory with respect to any insurance or program of self-insurance maintained by JSU or IHL.

c. Cyber Liability Insurance. If Blue Bengals maintains information or data that is subject to privacy laws, Blue Bengals shall maintain a cyber liability policy, in a commercially reasonable amount, which shall include coverage for PCI fines, regulatory penalties, liability, and breach investigation and response. To the extent the coverage form can add JSU and IHL as additional insureds, the policy shall add JSU and IHL as additional insureds for incidents arising from the services contemplated by this Agreement.

d. Proof of Insurance. Certificates of insurance, which list all applicable endorsements, shall be provided to JSU upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211.

e. Insurer Quality. All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater, and such insurers must be licensed or authorized to provide insurance in the State of Mississippi.

6.16 Information and Data Security.

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

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

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

ARTICLE 7. NOTICE

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

To the University:  To the Blue Bengals:
Office of the President  Vera Watson, President
Jackson State University  Blue Bengals Athletic Association, Inc.
1400 J. R. Lynch St.  P. O. Box 17810
P.O. Box 17390  Jackson, MS 39217
Jackson, MS 39217

With copy to:
Division of General Counsel
Jackson State University
Post Office Box 17239
Jackson, MS 39217-0239

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

IN WITNESS WHEREOF, the University and the Blue Bengals Athletic Association, Inc., acting through the President of the University and the President of the Blue Bengals, respectively, execute this Agreement on this the ____________ day of ____, 2020.

STAFF RECOMMENDATION:  Board staff recommends approval of this item.

5.  JSU – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE JSU TIGER FUND ATHLETIC FOUNDATION

The Jackson State University requests Board approval of the proposed affiliation agreement between the University and The JSU Tiger Fund Athletic Foundation. The proposed affiliation agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees Policies and Bylaws.

AMENDED AND RESTATED AFFILIATION AGREEMENT

BETWEEN

JACKSON STATE UNIVERSITY

AND THE

JSU TIGER FUND ATHLETIC FOUNDATION

This Agreement is made and entered into effective this ___________ day of ____, 2020 (the effective date) by and between Jackson State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and the JSU Tiger Fund Athletic Foundation d.b.a. the Tiger Fund, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the “Tiger Fund”). This Agreement is designed to govern the relationship between the University and the Tiger Fund by setting forth the terms and conditions under which the University will provide certain support and services for the Tiger Fund and the Tiger Fund will provide certain support and services for and on behalf of the University.
The provisions of this Agreement shall apply to any and all entities owned or controlled by the Tiger Fund, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the Agreement between the University and Tiger Fund which owns the special purpose entity.

PREAMBLE

WHEREAS, the Tiger Fund has been established as a not-for-profit, educational and charitable organization under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Articles of Incorporation and Bylaws.

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

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

WHEREAS, the Tiger Fund has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit and support of JSU’s Athletics and educational services provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

WHEREAS, the Tiger Fund, in connection with its major gift fundraising and asset management activities, utilizes personnel experienced in planning and management of solicitation of private contributions and the investment, accounting and disbursement of these assets;

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

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

WHEREAS, the President of the University (hereinafter referred to as the "President") believes that it is in the best interest of the University for fund raising to be coordinated through the Tiger Fund to increase efficiency and to expand the current sources of support for the University and desires to engage the services of the Tiger Fund in accordance with the terms and conditions more fully set forth herein below;
NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Tiger Fund do hereby agree as follows:

ARTICLE 1. UNIVERSITY PERSONNEL AND SERVICES

1.6 The Tiger Fund may utilize, with the approval of the University President, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of the Tiger Fund.

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

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

1.9 The University designates the Tiger Fund as the primary entity for receipting, acknowledging, accounting for and managing its funds in regards to JSU Athletics, as well as for researching, identifying and maintaining biographical and giving records of potential and actual donors. The Tiger Fund must manage all funds under its control in a fiscally sound and prudent manner. In consideration for these services being provided by the Tiger Fund, the Tiger Fund, with the consent of the University, which consent shall not be unreasonably withheld, may use a percentage of the annual unrestricted funds, assess fees for services, or impose charges against managed funds to support its operations. The University shall also reimburse the Tiger Fund for the cost of any donations received for items such as wire fees and credit card fees on gifts received. Additionally, the University will provide, as consideration for services provided, personnel necessary for the performance of the Tiger Fund’s duties, which personnel shall be selected, hired, or fired by the University. If the Tiger Fund is unable to financially operate based upon the funding stated above, the University and Tiger Fund agree to negotiate in good faith for additional consideration, whether in kind or otherwise, subject to available University funding and for an amount not to exceed the value of services.

1.10 The University President shall serve ex officio, or designee as a non-voting member of the Tiger Fund’s Board of Directors.

1.11 Annually, the University President shall certify to the Tiger Fund a list of University employees who are authorized to request disbursements from the Tiger Fund.
Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures.

1.12 The University President shall submit a request to the Tiger Fund for utilization of University unrestricted gifts received by the Tiger Fund in the following fiscal year. The Tiger Fund shall, consistent with the goals and priorities established by the University, incorporate the University’s request into its operating budget and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and/or the Executive Director of JSU's Development Foundation shall routinely update key Tiger Fund personnel on the University initiatives involving private support to ensure that Tiger Fund and University personnel are informed of fund-raising needs and objectives. The Tiger Fund will not solicit or accept gifts which are inconsistent with the University’s mission, goals, or objectives.

1.13 The University’s name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Tiger Fund shall not assign or delegate the authority to use University’s name or registered marks or logos to any person or entity without the written approval of the President of the University or the JSU Department of Contractual Services, if delegated by the University President. To assist the Tiger Fund in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Tiger Fund the following rights:

(a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Tiger Fund.

(b) A non-exclusive, non-transferable licenses to use University trademarks, service marks and trade names historically associated with the Tiger Fund.

(c) The designation of the Tiger Fund as a University affiliated entity.

(d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Tiger Fund in discharging its obligations under this Agreement.

ARTICLE 2. TIGER FUND OBLIGATIONS

2.13 The Tiger Fund’s primary purpose is to provide support to the University’s Athletic Department in accord with the provisions of its Articles of Incorporation and By-laws, which support includes, but is not limited to, researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its Athletic Department.

2.14 The Tiger Fund shall receipt, acknowledge and express appreciation for all
contributions of donors made on behalf of the University or of the Tiger Fund, and shall keep accurate and current records of all such contributions made directly to the University or to the Tiger Fund. Assets of the Tiger Fund shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Tiger Fund records. Such rights shall be afforded to the IHL, if so desired.

2.15 The Tiger Fund may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed 2 years. The Affiliation Agreement between the University and Tiger Fund must be approved by the Board at least every 5 years and whenever amended.

2.16 The parties acknowledge and agree that the Tiger Fund shall abide by the gift acceptance policy jointly endorsed by the University and the Tiger Fund. The Tiger Fund shall maintain an appropriate methodology under which all gifts, grants, endowments and other assets are accepted and accounted for, an appropriate procedure to determine how income related to those assets is computed and distributed to the University, and the terms under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Tiger Fund. The Tiger Fund shall manage all funds in its control in a fiscally sound and prudent manner. The parties agree to maintain sufficient documentation of donor intent of any accepted gifts or donation. The parties agree to jointly ensure that gift funds distributed by the Foundation are used in a timely manner in compliance with donor intent and to grant University and the Foundation staff and auditors access to books, records and accounts needed to monitor and verify use of gift funds.

2.17 The Tiger Fund shall maintain its separate financial and accounting records, including through documentation of donor intent, in accordance with generally accepted accounting principles applicable for its industry. The Tiger Fund must cause to be prepared annual financial statements of the condition of the Tiger Fund, which shall include such detail as the IHL Board may from time to time require. The Tiger Fund must also engage a Certified Public Accounting (CPA) firm to perform annual audits of its annual financial statements. The Tiger Fund shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the Tiger Fund’s fiscal year, to the University’s President and to IHL. However, the annual audited financial statements may be required for inclusion in the State of Mississippi’s Comprehensive Annual Financial Report (CAFR). If required to submit the annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board’s Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit; the Tiger Fund must submit the annual audited financial statements to the President and IHL, along with a list of its officers, directors or trustees, by October 15 of each year. The IHL Board’s Associate Commissioner of Finance and Administration shall notify the Tiger Fund of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized must be in good standing with the Mississippi State
Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the President of the University or his/her designee. However, at the request of the Tiger Fund, the President of the University, with the approval of the IHL Board, may grant a request of the Tiger Fund to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Tiger Fund are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Tiger Fund in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Tiger Fund (if any exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Tiger Fund anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

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

2.19 The Tiger Fund shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time entitled “Conflict of interest Transaction”. Additionally, said policy shall comply with the University conflict of interest policies and shall address circumstances of potential conflict of interest relating to transactions between the University and the Tiger Fund staff.

2.20 The Tiger Fund shall perform any and all other acts and activities on behalf of the University, as the Tiger Fund deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Tiger Fund and not in conflict with any provision of this Agreement.

2.21 The Tiger Fund President shall promptly notify the University President and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

1. The Tiger Fund has materially breached any of its contractual obligations under the Agreement;

2. The Tiger Fund has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Tiger Fund has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;

4. There has been a failure by the Tiger Fund or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Tiger Fund;

5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Tiger Fund or upon its status as a tax exempt organization; or

6. The Tiger Fund has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Tiger Fund, or any Tiger Fund controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of $50,000 in any calendar year; The previous sentence creates a duty for the Tiger Fund to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

2.22 If requested by the University, the Tiger Fund shall provide any and all information relating to the operation or management of the Tiger Fund or any funds contributed to, received by, expended by or managed by the Tiger Fund. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial, or proprietary information relating to a donor or his/her family business, or trade secrets associated with donors or Tiger Fund functions (collectively, “Confidential and Trade Secret Information”), such information shall be treated as confidential by the President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. The IHL, acting upon its minutes, may require the Tiger Fund to provide information or allow inspection of its records as required by the IHL to determine that the Tiger Fund is in compliance with this agreement and that the funds held for the University or for its benefit are appropriately utilized and protected. No such request for information will be made by individual IHL members to the University or to the President.

IHL will attempt, when appropriate, to resolve any issues or concerns about the activities of the Tiger Fund informally. However, IHL may determine, acting upon its minutes, that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Tiger Fund is
appropriately complying with the agreement and that funds intended to be used for the benefit of the University are appropriately maintained and expended. If the Board makes such a finding, the Tiger Fund will permit an audit, inspection or review of the financial and other records of the Tiger Fund by persons selected by the IHL, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined. Further, the Tiger Fund will fully cooperate with any such inquiries.

Though the IHL will not unnecessarily disclose or disseminate any confidential and trade secret information relating to the Tiger Fund, and in particular, any information related to donors to the Tiger Fund or trade secrets associated with donors or entity functions, in some circumstances, however, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Thus, the Tiger Fund recognizes that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and any decision to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes. No individual IHL Board member or employee of the IHL will release such information without authorization from the Board.

2.23 The Tiger Fund shall provide such other services as may be reasonably requested by the University to effectively conduct the programs and provide the services contemplated herein, provided such other duties shall not conflict with the Tiger Fund’s mission or applicable laws.

ARTICLE 3. COMPLIANCE

3.1 The Tiger Fund shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

ARTICLE 4. REPORTING

4.1 The Tiger Fund shall, by December 1 of each year during this Agreement, submit to the University President, the chief financial officer of the University, and to the IHL its annual audited financial statements for the prior fiscal year as set forth in Section 2.6 of this Agreement. Such submission shall also include a list of Tiger Fund officers, directors or trustees. The Tiger Fund shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University Employees, it being agreed that any such payments shall only be made through the University’s payroll system and with the University President’s approval. Understanding that no form of additional compensation may be underwritten for the University President or for any IHL system office employee without IHL approval, the Tiger Fund shall also provide documentation of approval from the IHL of any supplemental compensation
provided to the President or provided to the University for purposes of supplementing the President’s salary.

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

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

The IHL Board may require the Tiger Fund to provide information or allow inspection of its records as required by the Board to determine that the Tiger Fund is in compliance with the Affiliation Agreement and that the funds held for the institution or for its benefit are appropriately utilized and protected. No such request for information will be made by individual Board members to the Tiger Fund or the University President. As a matter of general policy, the Board will attempt, when appropriate, to resolve any issues or concerns about the activities of any Tiger Fund informally. The Board may determine by appropriate action, at a duly called meeting of the Board that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Tiger Fund is appropriately complying with the Affiliation Agreement and that funds intended to be used for the benefit of the institution are appropriately maintained and expended. If the Board makes such a finding, the Tiger Fund will permit an audit, inspection or review of the financial and other records of the entity by persons selected by the Board, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined, and that the Tiger Fund will fully cooperate with any such inquiries. The parties acknowledge that IHL will not unnecessarily disclose or disseminate any Confidential and Trade Secret Information relating to the Tiger Fund, and in particular, any information related to donors to the Tiger Fund, or trade secrets associated with donors or the Tiger Fund functions. The parties acknowledge and agree that in some circumstances, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Under these circumstances, the parties agree that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the Board. Any decision to release any information that would identify any particular donor shall be made
by the Board. The parties acknowledge and agree that no individual Board member or employee of the IHL shall release such information without authorization from the Board.

4.4 Certain Other Reporting Provisions. (1) It is expected that the chief executive of the Tiger Fund will work cooperatively with the University, specifically, with the University’s Office of Institutional Advancement. With respect to the Tiger Fund's fiscal and administrative matters, the chief executive of the Tiger Fund shall have reporting responsibility to the Tiger Fund’s board of directors. (2) It is expected that the University President (or his or her designee) and the Tiger Fund’s board of directors will work cooperatively with respect to hiring, assessment, compensation and termination decisions relating to the chief executive of the Tiger Fund. However, final decision-making authority regarding each of the foregoing areas shall rest with the Tiger Fund's board of directors except in instance where the chief executive of the Tiger Fund also serves in a capacity as a University employee. The University shall have the final decision-making authority relating to employment decision of University employees.

ARTICLE 5. TERMINATION AND RENEWAL

5.1 This Agreement shall expire on December 31, 2022. The Agreement will automatically renew for an additional two (2) year term if notice of intent not to renew is not provided by at least one party within thirty (30) days of the end of the term. However, the Agreement may only be renewed at the end of said additional two year period with the prior approval of the IHL Board.

5.2 The parties understand and agree that this Agreement may be terminated by the University with ninety (90) days prior notice in advance of the proposed termination date and with prior approval of the IHL Board, for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. The parties agree to cooperate with each other during this ninety (90) day prior in an attempt to cure the breach in advance of termination.

5.3 In the event of termination and non-renewal of this Agreement the Tiger Fund 1) will remit all unrestricted gift funds to the University for one or more public purposes exclusively for the use and benefit of the University or to another entity designated by the IEO for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the University, 2) cease to use the University's name or registered marks or logos without the written approval of the IEO, and 3) provide the IHL Board, the University, or other entity designated by the IHL or the President of the University with any records, accounts, or other materials requested by the President of the University or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

5.4 The Parties agree that should the Tiger Fund cease operation for any reason that upon the dissolution of the Tiger Fund that all of its assets be transferred to the
University for one or more public purposes exclusively for the use and benefit of the University or another entity identified by the President of the University and approved by the IHL board or identified by the IHL board for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the University. Further the parties agree that any exceptions to this paragraph must be approved by the IHL board. The parties further agree that the provisions contain herein this paragraph shall be incorporated into the Tiger Fund’s governing documents, including but not limited to, its articles of incorporation, bylaws, and/or articles of organization.

ARTICLE 6. MISCELLANEOUS PROVISIONS

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

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

6.3 Neither the University nor the Tiger Fund shall have any liability for the obligations, acts, or omissions of the other party.

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

6.5 The University and the Tiger Fund agree that sensitive information related to each other and/or data will not be shared with outside parties. This clause includes sharing confidential information with parties that the University or the Tiger Fund may be in a third-party contract with. The parties agree that the Tiger Fund’s donor and giving records and any other financial or commercial information possessed by the Tiger Fund or provided by the Tiger Fund to the University concerning individuals or corporations that provide the Tiger Fund financial support are confidential and proprietary. If the Agreement between the parties is terminated, this clause is still in effect. This disclosure restriction is not applicable where operation of law requires disclosure or in such instances where disclosure is expressly authorized in this Agreement.

6.6 In the performance of this Agreement, the Tiger Fund shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran’s status. The Tiger Fund agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.
6.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

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

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

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

6.11 The Tiger Fund’s obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, including any subsidiary entities to the Tiger Fund.

6.12 The parties agree to amend their Bylaws or policies as necessary to conform to the requirements of this Agreement.

6.13 Insurance Requirement.

a. Workers’ Compensation. The Tiger Fund shall maintain workers’ compensation insurance to the extent required by applicable law.

b. General Liability Insurance. The Tiger Fund shall maintain commercial general liability insurance, through one or more policies, in an amount not less than $500,000 per occurrence. JSU and The Board of Trustees of State Institutions of Higher Learning (IHL) shall be named additional insureds under such policy. This liability coverage shall be primary and noncontributory with respect to any insurance or program of self-insurance maintained by JSU or IHL.

c. Fidelity / Crime Coverage. The Tiger Fund shall maintain a commercially reasonable amount of insurance covering theft and loss due to employee dishonesty. Such coverage shall include loss due to fraudulent instruction and electronic theft (such as phishing or malware), unless such coverage duplicates coverage maintained under a separate policy.

d. Cyber Liability Insurance. If the Tiger Fund maintains information or data that is subject to privacy laws, the Tiger Fund shall maintain a cyber liability policy, in a commercially reasonable amount, which shall include coverage for PCI fines, regulatory penalties, liability, and breach investigation and response.
the extent the coverage form can add JSU and IHL as additional insureds, the policy shall add JSU and IHL as additional insureds for incidents arising from the services contemplated by this Agreement.

e. Proof of Insurance. Certificates of insurance, which list all applicable endorsements, shall be provided to JSU upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211.

f. Insurer Quality. All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater, and such insurers must be licensed or authorized to provide insurance in the State of Mississippi.

ARTICLE 7. NOTICE

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

To the University: To the Tiger Fund:

University President President of the Tiger Fund Athletic
Jackson State University Foundation
1400 J. R. Lynch St. P.O. Box 17390
P.O. Box 17390
Jackson, MS 39217

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

IN WITNESS WHEREOF, the University and the Tiger Fund, acting through the President of the University and the President of the Tiger Fund, respectively, execute this Amended and Restated Affiliation Agreement on this the ___day of _______________, 2020.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

6. **JSU – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE MISSISSIPPI E-CENTER FOUNDATION**

The Jackson State University requests Board approval of the proposed affiliation agreement between the University and the Mississippi e-Center Foundation. The proposed affiliation agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees Policies and Bylaws.
AMENDED AND RESTATE Affiliation Agreement

Between

Jackson State University

and the

Mississippi e-Center Foundation

This AMENDED AND RESTATED AFFILIATION AGREEMENT is entered into as of this 1st day of July, 2020, by and between the Jackson State University, a Mississippi Institution of Higher Learning (the “University”) and the Mississippi e-Center Foundation (e-Center). This Agreement must be approved by the Board of Trustees of the Mississippi Institutions of Higher Learning (IHL), and must be reviewed for approval by IHL, at a minimum, once every five (5) years, and prior to any substantive changes.

The provisions of this Agreement shall apply to any and all entities owned or controlled by the e-Center, with the exception of a special purpose entity created for the sole and specific purpose of utilizing as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use or purpose of any such special purpose entity ever materially changes, the special purpose entity would then be required to comply with any and all provisions of the Agreement between the University and e-Center which owns the special purpose entity.

PREAMBLE

The e-Center was organized and incorporated on December 8, 2000 for the purpose of providing physical and fiscal support from renters, corporations, foundations, and others for the benefit of Jackson State University.

The e-Center exists to manage the Mississippi e-Center (1230 Raymond Road, Jackson Mississippi 39204) and raise private resources to support the mission and priorities of Jackson State University (JSU), and provide a margin of institutional excellence unavailable with state funds to JSU faculty and students.

The e-Center is dedicated to assisting the University in the building of its endowment and in addressing, through financial support, the long-term academic and other priorities of the university.

As stated in its articles of incorporation, the e-Center is a separately incorporated 501 (c) (3) organization and is responsible for identifying and nurturing relationships with tenants and potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such resources and gifts in accordance with supporter's intent and its fiduciary responsibilities.
Furthermore, in connection with its asset-management activities, the e-Center employs or retains personnel experienced in managing the e-Center.

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1: Use of Name, Seal, and Logotype**

1.1 **Name and Trademarks of the University.** The University’s name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. To assist the e-Center in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the e-Center the following rights:

   (a) A non-exclusive, non-transferable license to use the name “Jackson State University” and “JSU” consistent with University policy. The e-Center shall not assign or delegate the authority to use University’s name to any person or entity without the written approval of the President of the University or the JSU Office of Contractual Services, if delegated from the President; and

   (b) The designation of the e-Center as a University affiliated entity.

   (c) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the e-Center in discharging its obligations under this Agreement.

1.2 **Name and Trademarks of the e-Center.** The e-Center will operate under its own seal and logotype and shall not use the University seal or other identifying marks in the promotion of its business and activities. The e-Center does not transfer ownership to its name and marks by virtue of this Agreement.

**ARTICLE 2: Governance**

2.1 The Mississippi e-Center Foundation Governing Board (e-Center Board) is responsible for overseeing the mission, leadership, and operations of the e-Center.

2.2 The e-Center Board is responsible for setting priorities and long-term plans for the e-Center.

2.3 The e-Center Board is legally responsible for the performance and oversight of all aspects of e-Center operations.

2.4 The e-Center Board is responsible for the employment, compensation, evaluation and termination of all e-Center employees, including the executive director.
2.5 To ensure the independence of the e-Center, no member or employee of the IHL shall hold a voting position on the e-Center’s Board. The IHL may allow exceptions to this restriction if needed to comply with NCAA requirements or other proper purposes. Senior administrators of the institution will only participate on the e-Center’s Board in an ex-officio capacity.

**ARTICLE 3: Relationship Between Jackson State University and the e-Center**

3.1 The e-Center Foundation is a separately incorporated 501 (c) (3) nonprofit organization created to raise, manage, distribute, and steward resources to support the various missions of the University. The e-Center Foundation is not a subsidiary of the University and is not directly or indirectly controlled by the University. The independent Board of Directors of the e-Center Foundation is entitled to make all decisions regarding the business and affairs of the e-Center Foundation. Moreover, the assets of the e-Center Foundation are the exclusive property of the e-Center Foundation and do not belong to the University. The resources of the e-Center Foundation are committed and disbursed at the discretion of the e-Center Foundation’s Board of Directors in accordance with donor directions and with e-Center Foundation policy, developed and updated as needed in cooperation with the University. No University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Board of Directors of the e-Center Foundation but may serve as an ex-officio non-voting member. The Executive Director of the e-Center Foundation shall report directly to the e-Center Foundation Board of Directors. On at least an annual basis, the President/Chairperson of the e-Center Foundation’s Board of Directors shall seek input from the University President on the performance of the e-Center Foundation’s Executive Director. The President/Chairperson of the e-Center Foundation’s Board of Directors shall also seek the University President’s input in the hiring, compensation and termination of the Executive Director position as such decisions are being made by the Foundation Board of Directors.

3.2 The e-Center Board is responsible for the control and management of all assets of the e-Center Foundation. JSU recognizes that the e-Center Foundation is a private corporation with the authority to keep all records and data confidential to the extent permitted by law. The e-Center Foundation’s records shall be maintained separately from the records of the University.

3.3 The e-Center is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the e-Center Board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies.

3.4 The e-Center Board is responsible for the employment, compensation, evaluation and termination of all its employees, including its executive director.
3.5 The President of the University is responsible for communicating University needs, priorities, and long-term plans to the e-Center. The e-Center, in concert with donor intent or directives, if any, agrees to consider and communicate to the University its ability and plans to fund University needs and priorities. The e-Center may be included as a participant in the strategic planning for the University.

3.6 In consideration for the e-Center services including but not limited to management of the e-Center, JSU will provide the e-Center with fair and reasonable compensation or payment for services including the leasing of space at the e-Center for use by the University. The amount of compensation will be negotiated on an annual basis by December 15th of the preceding year. In consideration of e-Center services, JSU will also provide in-kind support as is consistent with the terms of this Agreement.

ARTICLE 4: The Mississippi e-Center’s Responsibilities

4.1 The e-Center in consultation with the University President, is responsible for planning and executing comprehensive revenue-raising programs in support of the institution's mission.

4.2 The e-Center will receive, hold, manage, invest, and disperse funds. The e-Center will establish, adhere to, and periodically audit revenue-management policies. It will promptly acknowledge and issue receipts for all support on behalf of the e-Center and provide appropriate recognition and stewardship of such funds. The parties agree to maintain sufficient documentation of donor intent of any accepted gifts or donation. The parties agree to jointly ensure that gift funds distributed by the e-Center are used in a timely manner in compliance with donor intent and to grant University and the e-Center staff and auditors access to records and accounts needed to monitor and verify use of gift funds. The e-Center will establish asset-allocation, disbursement, and spending policies that adhere to applicable federal and state laws including the Uniform Prudent Investor Act (UPIA) and the Uniform Management of Institutional Funds Act (UMIFA). The e-Center shall manage all funds in its control in a fiscally sound and prudent manner;

4.3 The e-Center shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the e-Center, and shall keep accurate and current records of all such contributions made directly to the University or to the e-Center. The University shall have rights of inspection of e-Center records. Such rights shall be afforded to the IHL, if so desired. To the extent that information is inspected, reviewed or received by the President of the University or his/her designee with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, or trade secrets associated with donors or Foundation functions (collectively, “Confidential and Trade Secret Information”) such information
shall be treated as confidential by the President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the Confidential and Trade Secret information is in the discretion of the IHL and, further, any decision to release any personal, commercial, or proprietary information or trade secrets associated with donors or e-Center Foundation functions or to release any information that would identify any particular donor shall only be made by the IHL acting upon its minutes. The e-Center may only accept gifts for the benefit of the University that are consistent with the University’s mission, goals, or objectives. The parties acknowledge and agree that the IHL shall abide by the gift acceptance policy jointly endorsed by the University and the e-Center which describes the method by which the e-Center Foundation will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds.

4.4 The e-Center shall immediately deposit into the appropriate University account, or at a minimum notify the chief financial officer of the University in regard to, any funds which are sent to the e-Center but which are clearly intended to be funds designated for a University account. All gifts made to the University shall be accounted for and ownership maintained by the University, even though they may be managed by the e-Center. To the extent the assets of the University itself are to be managed by the e-Center, such management must only be in a sound a prudent manner as authorized by the express permission of the University President.

4.5 The e-Center will engage an independent accounting firm annually to conduct an audit of the e-Center’s financial and operational records and will provide the e-Center’s Board with a copy of the annual audited financial statements, including management letters.

4.6 The financial and accounting records of the e-Center, including thorough documentation of donor intent, shall be maintained separately from the University and shall be in accordance with generally accepted accounting principles applicable for its industry. The e-Center must cause to be prepared annual financial statements of the condition of the e-Center, which shall include such detail as the IHL may from time to time require. The e-Center must also engage a Certified Public Accounting (CPA) firm to perform annual audits of its annual financial statements. The e-Center shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the e-Center’s fiscal year, to the University’s President and to IHL. However, the annual audited financial statements may be required for inclusion in the State of Mississippi’s Comprehensive Annual Financial Report (CAFR). If required to submit the annual audited financial statements for inclusion in the CAFR, as determined by IHL’s Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the e-Center must submit the annual
audited financial statements to the President and IHL, along with a list of its officers, directors or trustees, by October 15 of each year. The IHL’s Associate Commissioner of Finance and Administration shall notify the e-Center of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the President of the University or his/her designee. However, at the request of the e-Center, the President of the University, with the approval of the IHL, may grant a request of the e-Center to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the e-Center are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the e-Center in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the e-Center (if any exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the e-Center anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

4.7  No form of additional compensation for a University executive officer any IHL system office employee will be underwritten or increased by the e-Center without the prior approval of the IHL. The request for approval shall come through the Commissioner to the IHL. As to other university employees, no form of additional compensation may be provided or paid by the e-Center without the prior approval by the University President. All such approvals by the University President must be reported to the IHL at its next official meeting. This provision does not apply to transfers from the e-Center to the University for items such as professorships, chairs, and other programmatic support that are paid directly to the University and included in its annual budget.

4.8  The e-Center’s disbursements on behalf of the University must be reasonable business expenses that support the University and do not conflict with the law.

4.9  The e-Center will comply with all state and federal laws and regulations, University policies and procedures, and with any compliance and regulatory guidelines as may be required by the IHL Board. If any provision of this agreement is determined to be in violation of an applicable law, then the unlawful portion of that provision shall be considered void without any effect on the continuing validity of other provisions or of the entire agreement.
4.10 The e-Center may enter into contracts for professional, advisory, or other personal services, although the term for such contracts shall not exceed two (2) years. The exception to this contracting limitation is this Agreement, which must be approved at least every five (5) years by IHL, or before any substantive amendments or changes.

**ARTICLE 5: The e-Center Funding and Administration**

5.1 The e-Center has the right to use a reasonable percentage of the annual unrestricted funds to support its operations.

5.2 The e-Center, at its own expense, will provide office space, computer and telephone systems, utilities, adequate personnel, office supplies, and other such services that may be necessary or required to fulfill its responsibilities and obligations.

5.3 The e-Center shall establish and maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972) as amended entitled “Conflict of interest Transaction”. Additionally, said policy shall comply with the University conflict of interest policies and shall address circumstances of potential conflict of interest relating to transactions between the University and the e-Center staff.

5.4 The e-Center shall submit to the IHL an annual report providing a detailed list of supplemental compensation provided to administrators, faculty, athletic staff, and other employees. Additionally, the e-Center’s CEO/Executive Director shall promptly notify the University President and the IHL, in writing, if any of the following events (“Reportable Events”) occur:
   (a) The e-Center has materially breached any of its contractual obligations under the Agreement;
   (b) The e-Center has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
   (c) The e-Center has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
   (d) There has been a failure by the e-Center or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the e-Center;
   (e) Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the e-Center or upon its status as a tax exempt organization; or
   (f) The e-Center has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the e-Center, or any entity controlled directly or indirectly by the e-Center board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of $50,000 in any calendar year; the
previous sentence creates a duty for the e-Center to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

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

5.6 The e-Center, through its Executive Director, will furnish to the University President, or such person as the University President may designate, any and all information relating to the operation or management of the e-Center or any funds contributed to, received by, expended by, or managed by the e-Center. As with the University, the IHL shall have the right to require information from the e-Center, or to examine its records.

Ordinarily, the IHL will not request information from an affiliated entity and will allow the University President to oversee the compliance by such entity with the Affiliation Agreement and to determine that funds are being appropriately received, managed, and expended. In some circumstances, however, the IHL may determine it to be necessary to secure additional information from the e-Center or to review appropriate records of that entity. Because the e-Center holds funds that are intended to benefit the University, the IHL has an interest in the proper administration of those funds. Thus, this Agreement provides that the IHL may require the e-Center to provide information or allow inspection of its records as required by the IHL to determine that the e-Center is in compliance with this Agreement and that the funds held for the institution or for its benefit are appropriately utilized and protected. No such request for information will be made by individual IHL board members to the e-Center or to the University President.

As a matter of general policy, the IHL will attempt, when appropriate, to resolve any issues or concerns about the activities of the e-Center informally. Examples of such informal methods include responses by the e-Center to requests from the auditors employed by the IHL or a report from an accounting firm approved by the IHL to review records related to the matters at issue. The decision of the e-Center as to whether and how to comply with such informal requests is within the discretion of the governing authorities of the e-Center. The IHL anticipates that, normally, any questions related to the e-Center can be resolved through such informal procedures.
The parties acknowledge that IHL will not unnecessarily disclose or disseminate any Confidential and Trade Secret Information relating to the e-Center, and in particular, any information related to donors to the e-Center or trade secrets associated with donors or the e-Center functions. The parties acknowledge and agree that in some circumstances, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Under these circumstances, the parties agree that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL. Any decision to release any information that would identify any particular donor shall be made by the IHL. The parties acknowledge and agree that no individual IHL Board member or employee of the IHL shall release such information without authorization from the IHL.

ARTICLE 6: Term, Termination and Irreconcilable Differences

6.1 This Agreement shall expire on June 30, 2025, if not renewed by mutual consent of the parties before that date.

6.2 The parties understand and agree that this Agreement may be terminated by the University with ninety (90) days prior notice in advance of the proposed termination date and with prior approval of the IHL, for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. The parties agree to cooperate with each other during this ninety (90) day prior in an attempt to cure the breach in advance of termination.

6.3 In the event of termination of this Agreement the e-Center 1) will remit all unrestricted gift funds to the University for one or more public purposes exclusively for the use and benefit of the University or to another entity designated by the University President for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the University, 2) cease to use the University’s name or registered marks or logos without the written approval of the President, and 3) provide the IHL, the University, or other entity designated by the IHL or the President of the University with any records, accounts, or other materials requested by the President of the University or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

6.4 The Parties agree that should the e-Center cease operation for any reason that upon the dissolution of the e-Center that all of its assets be transferred to the University for one or more public purposes exclusively for the use and benefit of the University or another entity identified by the President of the University and approved by IHL or identified by the IHL for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such
purposes are exclusively for the use and benefit of the University. Further the parties agree that any exceptions to this paragraph must be approved by IHL. The parties further agree that the provisions contained herein this paragraph shall be incorporated into the e-Center’s governing documents, including but not limited to, its articles of incorporation, bylaws, and/or articles of organization.

ARTICLE 7. MISCELLANEOUS PROVISIONS

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

7.2 The parties agree that the e-Center is not the agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

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

7.4 The University and e-Center agree that the e-Center’s donor and giving records and any other financial or commercial information possessed by the e-Center or provided by the e-Center to the University concerning individuals or corporations that provide e-Center financial support are confidential and proprietary. Notwithstanding Section 3.2 above, unless required to disclose such information by applicable law, the University and e-Center agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the e-Center.

7.5 In the performance of this Agreement, the e-Center shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran’s status. The e-Center agrees to comply with all non-discriminatory laws and related policies.

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

7.7 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.
7.8 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

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

7.10 The e-Center’s obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, including any subsidiary entities to the e-Center.

7.11 The parties agree to amend their Bylaws or policies as necessary to conform with the requirements of this Agreement.

7.12 If there is an act of God prevents the parties to complete an activity related to the Agreement as written, the parties will be excused from the specific obligation that was hampered by the act of God. However, be aware that this does not terminate the Agreement in its entirety unless the parties agree to do so in writing.

7.13 If University’s performance under this agreement depends upon the appropriation of funds by the Mississippi legislature, and if the Legislature fails to appropriate or reduces the funds necessary for performance, then University may provide written notice of such nonappropriation or reduction and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of the University.

**ARTICLE 8. NOTICE**

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

To the University:  
University President  
Jackson State University  
1400 J. R. Lynch St.  
P.O. Box 17390  
Jackson, MS 39217

To the e-Center:  
Dr. William McHenry  
Executive Director  
Mississippi e-Center Foundation  
1230 Raymond Road  
Jackson, MS 39204

Division of General Counsel
ARTICLE 9. INSURANCE PROVISION

9.1. **Workers’ Compensation.** The e-Center shall maintain workers’ compensation insurance to the extent required by applicable law.

9.2 **General Liability Insurance.** The e-Center shall maintain commercial general liability insurance, through one or more policies, in an amount not less than $500,000 per occurrence. JSU and The Board of Trustees of State Institutions of Higher Learning (IHL) shall be named additional insureds under such policy. This liability coverage shall be primary and noncontributory with respect to any insurance or program of self-insurance maintained by JSU or IHL.

9.3 **Fidelity / Crime Coverage.** The e-Center shall maintain a commercially reasonable amount of insurance covering theft and loss due to employee dishonesty. Such coverage shall include loss due to fraudulent instruction and electronic theft (such as phishing or malware), unless such coverage duplicates coverage maintained under a separate policy.

9.4 **Cyber Liability Insurance.** If the e-Center maintains information or data that is subject to privacy laws, the e-Center shall maintain a cyber liability policy, in a commercially reasonable amount, which shall include coverage for PCI fines, regulatory penalties, liability, and breach investigation and response. To the extent the coverage form can add JSU and IHL as additional insureds, the policy shall add JSU and IHL as additional insureds for incidents arising from the services contemplated by this Agreement.

9.5 **Proof of Insurance.** Certificates of insurance, which list all applicable endorsements, shall be provided to JSU upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211.

9.6 **Insurer Quality.** All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater, and such insurers must be licensed or authorized to provide insurance in the State of Mississippi.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Affiliation Agreement to be executed by their duly authorized officers as of the day and date first above written.
STAFF RECOMMENDATION: Board staff recommends approval of this item.

7. USM – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC FOUNDATION

The University of Southern Mississippi requests Board approval of the proposed affiliation agreement between the University and The University of Southern Mississippi Athletic Foundation. The proposed affiliation agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees Policies and Bylaws.

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

This Amended and Restated Affiliation Agreement (this “Agreement”) is made and entered into effective this 1st day of April, 2020 (the effective date) by and between THE UNIVERSITY OF SOUTHERN MISSISSIPPI, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and THE UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC FOUNDATION, a not-for-profit corporation duly organized under the laws of the State of Mississippi (the “Athletic Foundation”). This agreement is designed to govern the relationship between the University and the Athletic Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Athletic Foundation and the Athletic Foundation will provide certain support and services for and on behalf of the University.

PREAMBLE

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

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations with the approval of its governing board, the Board of Trustees for State Institutions of Higher Learning in the State of Mississippi (“IHL”) in accordance with IHL Policy 301.0806 (the “Policy”);

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

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

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

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

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

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

ARTICLE 1. PERSONNEL, FACILITIES AND SERVICES

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

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

1.3 The President of the University or his/her designee shall serve ex-officio as a non-voting member of the Athletic Foundation’s Board of Directors pursuant to the bylaws of the Athletic Foundation. No University employee or other person directly or
indirectly employed by the IHL shall hold a voting position on the Athletic Foundation Board of Directors, unless approved by IHL in accordance with IHL Policy 301.0806(B).

1.4 The Chief Executive Officer of the Athletic Foundation is an employee of the University and reports to the University’s President with respect to responsibilities as Athletic Director and University athletic operations, and to the Athletic Foundation’s Board of Directors with respect to the operation of the Athletic Foundation as a 501(c)(3) not-for-profit corporation. Hiring, assessment, compensation and termination decisions related to the Chief Executive Officer is the responsibility of the University President with respect to University employment, and the Athletic Foundation’s Board of Directors with respect to the executive leadership of the 501(c)(3) not-for-profit corporation.

ARTICLE 2. ATHLETIC FOUNDATION OBLIGATIONS

2.1 The Athletic Foundation, in cooperation with the University, agrees to use its reasonable best efforts to solicit and develop private and corporate support for the University and its athletics programs and to develop affinity programs to promote affinity and support for the University and its athletics programs. When soliciting support for the benefit of the University, the Athletic Foundation agrees to solicit and/or accept only those gifts that are consistent with the University’s missions, goals, and objectives, and in accordance with a gift acceptance policy to be jointly endorsed by the University and Athletic Foundation. The Athletic Foundation shall manage all Athletic Foundation funds in its control in a fiscally sound and prudent manner and consistent with the terms of this Agreement. The Athletic Foundation will inform the University of its fundraising activities, as well as anticipated accumulation and distribution of funds.

2.2 The Athletic Foundation agrees to provide in support of the University Department of Intercollegiate Athletics in the current Fiscal Year (for purposes of this Agreement, the Athletic Foundation and the University’s Fiscal Year begins each July 1 during the life of this Agreement and ends the following June 30) an amount as mutually agreed upon by the University and the Athletic Foundation no later than July 1 of each year. The University will ensure that gift funds distributed by the Athletic Foundation to University are used in a timely manner in compliance with donor intent. Athletic Foundation support may consist of supplemental compensation that has been approved by the AD/CEO and the University President (in which event, the Athletic Foundation agrees to report such approval and supplemental compensation to IHL at its next official meeting), debt service and other expense related to the activities of the Athletic Foundation. The University agrees to provide the Athletic Foundation with and its auditors access to records and accounts needed to monitor and verify use of gift funds.

2.3 Prior to the end of each Fiscal Year during this Agreement, the Athletic Foundation shall submit an annual budget for the forthcoming Fiscal Year to the University President.
2.4 The Athletic Foundation agrees to maintain financial and accounting records, including thorough documentation of donor intent. Such records shall be separate from the records of the University and kept in accordance with Generally Accepted Accounting Principles applicable for its industry. The Athletic Foundation agrees to retain all books, accounts, reports, files and other records relating to this Agreement, the operation and management of the Athletic Foundation or any funds contributed to, received by, expended by, or managed by the Athletic Foundation, and to make such records available at all reasonable times for inspection and audit by the University President or his/her designees, during the term of and for a period of five (5) years after the completion of this Agreement. Such records shall be provided at the Athletic Foundation’s offices on the University’s Hattiesburg Campus, or such other location as designated by the University upon reasonable notice to the Athletic Foundation. To the extent that information is inspected, reviewed or received by the AD/CEO or the University President or his/her designees, with respect to the identity of donors or sponsors who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors or sponsors with respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Athletic Foundation by third parties, or trade secrets associated with donors or Athletic Foundation functions (collectively, “Confidential and Trade Secret Information”), such information shall be treated as confidential by the AD/CEO or the University President and by any designee who may review or acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL, acting upon its minutes. It is the policy of the IHL Board that it will not unnecessarily disclose or disseminate any Confidential and Trade Secret Information relating to the Athletic Foundation, and in particular, any information related to donors to the Athletic Foundation or trade secrets associated with donors or Athletic Foundation functions. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL and, further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor shall be made by the IHL acting upon its minutes. No individual IHL Board member or employee of the IHL will release such information without authorization from the IHL Board.

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

2.6 The Athletic Foundation agrees to prepare and submit annual financial statements, which shall include such detail as the IHL Board may from time to time require. The Athletic Foundation will engage a Certified Public Accounting (CPA) firm to perform the annual audits of the Athletic Foundation’s annual financial statements and will submit the audited financial statements, along with a list of Athletic Foundation’s officers, directors or trustees, not later than five months (December 1) following the completion of the Athletic Foundation’s fiscal year, to the University President and to IHL. On occasion, the annual audited financial statements will be required for inclusion in the State of Mississippi’s Comprehensive Annual Financial Report (CAFR). If the Athletic Foundation is required to submit its annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board’s Associate Commissioner for Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Athletic Foundation agrees to submit the annual audited financial statements to the University President and to the IHL, along with a list of Entity officers, directors or trustees, by October 15 of each year. The IHL Board’s Associate Commissioner for Finance and Administration shall notify the Athletic Foundation of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Athletic Foundation must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the University President or his/her designee. At the request of the Athletic Foundation, the University President, with the approval of the IHL Board, may grant a request made by the Athletic Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Athletic Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Athletic Foundation in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Athletic Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Athletic Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Athletic Foundation shall contemporaneously submit an annual report to the University and to IHL providing a detailed list of supplemental compensation which was submitted to the University for the purpose of providing additional compensation to the University employees or paid directly to University employees at the AD/CEO’s request under Article...
2.2. This reporting requirement does not apply to transfers to the University by the Athletic Foundation that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University’s annual budget.

2.7 Except as directed by the AD/CEO and approved by the University President under Article 2.2 or Article 2.13 and consistent with applicable laws and regulations as outlined in Article 4, the Athletic Foundation shall provide no benefit or compensation to any University employee. Notwithstanding the foregoing, the Athletic Foundation shall not pay or provide compensation to the University President, to any IHL system office employee, or to the University for the purpose of supplementing the University President’s salary without the prior approval of the IHL. Any request for such approval shall come through the Commissioner of the IHL.

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

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

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

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

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

2.13 The Athletic Foundation agrees to manage and support the University Department of Intercollegiate Athletics Courtesy Car/Airplane Program consistent with the policies and guidelines for such program approved by the AD/CEO.
2.14 The AD/CEO may from time to time make other requests from the Athletic Foundation or seek other assistance from the Athletic Foundation in accomplishing the mission of the University Department of Intercollegiate Athletics, and the Athletic Foundation agrees that it will not unreasonably deny any such requests.

2.15 The Athletic Foundation shall provide the University information in the form of an audit reflecting the portion of the cost incurred by the Athletic Foundation utilizing University employees for Athletic Foundation operations with this cost to be reviewed annually by the Athletic Foundation and the University.

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

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

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

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

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

2.21 The Athletic Foundation shall (1) administer all athletic team apparel and footwear uses and sponsorships and (2) receive all revenue, if any, derived therefrom.
ARTICLE 3. SEATING PRIORITY AND OTHER IN-KIND SUPPORT

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

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

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

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

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

3.5 The designation as a University official affiliated entity.

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

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

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

3.9 The University shall grant to the Athletic Foundation for the University athletics programs the exclusive multi-media advertising and sponsorship rights, including the right to administer, market, sell, and transfer such rights. Such rights shall include, without limitation, advertising and sponsorship rights associated with print, media, radio and television programming, existing and new signage at University athletic events and venue and related promotional and sponsorship rights for the University’s athletics programs.

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

**ARTICLE 4. COMPLIANCE**

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

**ARTICLE 5. INSURANCE**

5.1 The Athletic Foundation shall maintain insurance coverage as deemed appropriate by the Athletic Foundation’s Board of Directors, including but not limited to the bonding of its officers and other appropriate persons and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such. The minimum amounts of such coverage are set forth herein, as follows:

5.2 The Athletic Foundation shall maintain general liability insurance providing insurance coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

5.3 The Athletic Foundation shall maintain property insurance in an amount sufficient to provide replacement of its insured property; to insure against the loss of the real property; and, any improvements associated with the insured premises.

5.4 The Foundation shall maintain directors and officers liability insurance covering members of its Board of Directors and officers, while performing as such.
5.5 To the extent required by applicable law, the Foundation shall maintain workers’ compensation insurance for the benefit of its employees.

5.6 The above-described general liability policy shall name the University and the Board of Trustees of State Institutions of Higher Learning (IHL) as additional insureds, and such policies shall be primary to any insurance or program of self-insurance maintained by the University or IHL. Proof of coverage shall be mailed to IHL at: Office of Risk Management, 3825 Ridgewood Road, Jackson, MS 39211. Proof of coverage shall be provided to the University by mail at 118 College Drive Box 5003, Hattiesburg, MS 39406.

5.7 All policies of insurance shall meet or exceed the equivalent of an AM Best’s Rating of A VIII.

ARTICLE 6. REPORTING

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

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

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

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

**ARTICLE 7. TERMINATION AND RENEWAL**

7.1 This Agreement shall be effective from the date shown until June 30, 2024, if not renewed by mutual consent of the parties before that date.

7.2 The University President, with the prior approval of the IHL Board, may terminate this Agreement for specified material non-compliance with or breach of the Agreement or applicable policies of the University or IHL. In such cases, the University President must provide ninety (90) days notice and work with the Athletic Foundation staff and board in that period to cure the breach in advance of termination.

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

7.4 Upon termination of this Agreement, (1) the Athletic Foundation shall remit all unrestricted funds to the University for one or more public purposes exclusively for the
use and benefit of the University or to another entity designated in writing by the University President for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the University, (2) the Athletic Foundation shall cease to use the University’s name or registered marks or logos without the written approval of the University President, (3) the Athletic Foundation shall provide the IHL, the University or other entity designated by the IHL or University President with any records, accounts or other materials of the Foundation requested by the University President or IHL, subject to appropriate restrictions set forth in a confidentiality agreement for the protection of Confidential and Trade Secret Information, as are necessary to wind up the affairs of the Athletic Foundation.

ARTICLE 8. MISCELLANEOUS PROVISIONS

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

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

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

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

8.5 The University and the Athletic Foundation agree that the Athletic Foundation’s donor and giving records and any other financial or commercial information possessed by the Athletic Foundation or provided by the Athletic Foundation to the University concerning individuals or corporations that provide the Athletic Foundation financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Section 2.4 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Athletic Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Athletic Foundation.
8.6 In the performance of this Agreement, the Athletic Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran’s status.

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

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

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

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

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

**ARTICLE 9. NOTICE**

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

To the University:                To the Athletic Foundation:

Dr. Rodney D. Bennett             Jeremy McClain
Presid

President  Chief Executive Officer
The University of Southern Mississippi  Southern Miss Athletic Foundation
118 College Drive, #5001  118 College Drive, #5017
Hattiesburg, Mississippi 39406  Hattiesburg, Mississippi 39406

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

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

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

1. **Change of Status**

   **University of Southern Mississippi**
   Lachel Story; *from* Executive Associate Dean, College of Nursing and Health Professions; salary $113,355 per annum, pro rata; E&G Funds; 12-month contract; *to* Dean, College of Nursing and Health Professions; salary $202,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2020

2. **Sabbatical**

   **Mississippi State University**
   Randall D. Little; Professor of Agricultural Economics; *from* salary $116,248 per annum, pro rata; E&G Funds, Designated Funds and Separately Appropriated Funds; 12-month contract; *to* salary $45,593 for sabbatical period; E&G Funds, Designated Funds and Separately Appropriated Funds; effective January 1, 2021 to May 15, 2021; professional development

3. **Tenure**

   **Alcorn State University**
   Keerthi Mandyam; *promotion* to Associate Professor; Department of Agriculture; effective August 18, 2020

   Girish K. S. Panicker; *promotion* to Professor; Department of Agriculture; effective August 18, 2020

   **Delta State University**
   Laurissa Backlin; *promotion* to Associate Professor; Department of Music; effective August 12, 2020

   Jonathan Westfall; *promotion* to Associate Professor; Division of Counselor Education and Psychology; effective August 12, 2020

   Zinaida Taran; *promotion* to Associate Professor; Division of Management, Marketing, and Business Administration; effective August 12, 2020

   **Mississippi University for Women**
   Ashley Chisolm; Associate Professor; Department of Legal Studies; effective August 17, 2020

   Hunter Manasco; Associate Professor; Department of Speech-Language Pathology; effective August 17, 2020
Caroline Payne-Purvis; Associate Professor; Department of Health and Kinesiology; effective August 17, 2020

University of Mississippi
Katie Elizabeth Barber; promotion to Associate Professor; Department of Pharmacy Practice; effective July 1, 2020

Richard Scott Balkin; Professor; Department of Leadership and Counselor Education; effective July 1, 2020

Joshua Kemp Brinlee; promotion to Associate Professor; Department of Art and Art History; effective July 1, 2020

Brett Wooten Cantrell; promotion to Associate Professor; Department of Accountancy; effective July 1, 2020

Valerio Cappozzo; promotion to Associate Professor; Department of Modern Languages; effective July 1, 2020

Cheng Cheng; promotion to Associate Professor; Department of Economics; effective July 1, 2020

Mahavir Bhupal Chougule; Associate Professor; Department of Pharmaceutics and Drug Delivery; effective July 1, 2020

Ashley Sorey Dees; promotion to Research and Instruction Librarian and Associate Professor; University Libraries; effective July 1, 2020

Erin Elizabeth Drew; promotion to Associate Professor; Department of English; effective July 1, 2020

Daniel W. Durkin; Associate Professor; Department of Social Work; effective July 1, 2020

John Ryan Gardner; promotion to Associate Professor; Department of Economics; effective July 1, 2020

Phillis L. George; promotion to Associate Professor; Department of Higher Education; effective July 1, 2020

Melissa Allee Ginsburg; promotion to Associate Professor; Department of English; effective July 1, 2020

Zachary K. Guthrie; promotion to Associate Professor; Department of History; effective July 1, 2020
Joseph Hampton Holland; promotion to Associate Professor; Department of Public Policy Leadership; effective July 1, 2020

Erik F. Y. Hom; promotion to Associate Professor; Department of Biology; effective July 1, 2020

Benjamin Thomas Jones; promotion to Associate Professor; Department of Political Science; effective July 1, 2020

Jonah Wesley Jurss; promotion to Associate Professor; Department of Chemistry and Biochemistry; effective July 1, 2020

Savannah Lea Kelly; promotion to Research and Instruction Librarian and Associate Professor; University Libraries; effective July 1, 2020

Alexandria K. Kerwin; promotion to Associate Professor; Department of Leadership and Counselor Education; effective July 1, 2020

Kofan Lee; promotion to Associate Professor; Department of Health, Exercise Science, and Recreation Management; effective July 1, 2020

Samuel T. Lisi; promotion to Associate Professor; Department of Mathematics; effective July 1, 2020

Jeremy Paul Loenneke; promotion to Associate Professor; Department of Health, Exercise Science, and Recreation Management; effective July 1, 2020

Robert Gerald Magee; promotion to Associate Professor; School of Journalism and New Media; effective July 1, 2020

Amy Denise McDowell; promotion to Associate Professor; Department of Sociology and Anthropology; effective July 1, 2020

Brian Frederic Platt; promotion to Associate Professor; Department of Geology and Geological Engineering; effective July 1, 2020

Meagen Marie Rosenthal; promotion to Associate Professor and Research Associate Professor; Department of Pharmacy Administration; effective July 1, 2020

Alicia Cooper Stapp; promotion to Associate Professor; Department of Teacher Education; effective July 1, 2020
Alysia Marie Steele; *promotion to* Associate Professor; School of Journalism and New Media; effective July 1, 2020

James Alfred Stewart, Jr.; Associate Professor; Department of Biomolecular Sciences; effective July 1, 2020

Catarina Passidomo Townes; *promotion to* Associate Professor of Southern Studies and Anthropology; Department of Sociology and Anthropology; effective July 1, 2020

Davita Watkins; *promotion to* Associate Professor; Department of Chemistry and Biochemistry; effective July 1, 2020

Jessica C. Wilkerson; *promotion to* Associate Professor; Department of History; effective July 1, 2020

Lance David Yarbrough; *promotion to* Associate Professor; Department of Geology and Geological Engineering; effective July 1, 2020

**University of Mississippi Medical Center**

Brian Akerley; Associate Professor; Department of Microbiology and Immunology; effective July 1, 2020

Jennifer Bain; Associate Professor; Department of Periodontics & Preventive Science; effective July 1, 2020

Patrick Bergin; Associate Professor; Department of Orthopedic Surgery and Rehabilitation; effective July 1, 2020

Sherry Colson; Associate Professor; Department of Physical Therapy; effective July 1, 2020

Yuanyuan Duan; *promotion to* Associate Professor; Department of Biomedical Materials Science; effective July 1, 2020

Lir-Wan Fan; Professor; Department of Pediatrics; effective July 1, 2020

Eric George; Associate Professor; Department of Physiology & Biophysics; effective July 1, 2020

Cynthia Karlson; Associate Professor; Department of Pediatrics; effective July 1, 2020

Lillian Lien; Professor; Department of Medicine; effective July 1, 2020

Crystal Lim; Associate Professor; Department of Psychiatry & Human Behavior; effective July 1, 2020
Nita Maihle; Professor; Department of Medicine; effective July 1, 2020

William Moskowitz; Professor; Department of Pediatrics; effective July 1, 2020

Julie Sanford; Professor; Nursing; effective July 1, 2020

Sarah Sterling; Associate Professor; Department of Emergency Medicine; effective July 1, 2020

Kedra Wallace; Associate Professor; Department of Obstetrics & Gynecology; effective July 1, 2020

Kimberly Willis; Associate Professor; Department of Physical Therapy; effective July 1, 2020

Keli Xu; promotion to Associate Professor; Department of Neurobiology & Anatomical Sciences; effective July 1, 2020

University of Southern Mississippi
Kathryn Anthony; promotion to Associate Professor; School of Communication; College of Arts and Sciences; effective August 17, 2020

Jason Azoulay; promotion to Associate Professor; School of Polymer Science and Engineering; College of Arts and Sciences; effective August 17, 2020

Bret Blackmon; promotion to Associate Professor; School of Social Work; College of Education and Human Sciences; effective August 17, 2020

Hamett Quincy Brown; promotion to Associate Professor; School of Interdisciplinary Studies and Professional Development; College of Arts and Sciences; effective August 17, 2020

Maarten Buijsman; promotion to Associate Professor; School of Ocean Science and Engineering; College of Arts and Sciences; effective August 17, 2020

Allen Chen; promotion to Associate Professor; School of Performing and Visual Arts; College of Arts and Sciences; effective August 17, 2020

Audra Classen; promotion to Associate Professor; School of Education; College of Education and Human Sciences; effective August 17, 2020

Jacob Cotton; promotion to Associate Professor; School of Performing and Visual Arts; College of Arts and Sciences; effective August 17, 2020
Daniel Credeur; promotion to Associate Professor; School of Kinesiology and Nutrition; College of Education and Human Sciences; effective August 17, 2020

Xiaojie Duan; promotion to Associate Professor; University Libraries; effective August 17, 2020

Michele Frasier-Robinson; promotion to Associate Professor; University Libraries; effective August 17, 2020

Kevin Greene; promotion to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 17, 2020

Joshua Hill; promotion to Associate Professor; School of Criminal Justice, Forensic Science and Security; College of Arts and Sciences; effective August 17, 2020

James Howell; promotion to Associate Professor; School of Education; College of Education and Human Sciences; effective August 17, 2020

Courtney Luckhardt; promotion to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 17, 2020

Jacqueline McIlwain; promotion to Associate Professor; School of Music; College of Arts and Sciences; effective August 17, 2020

Julie Pigza; promotion to Associate Professor; School of Mathematics and Natural Sciences; College of Arts and Sciences; effective August 17, 2020

Jonathan Pluskota; promotion to Associate Professor; School of Communication; College of Arts and Sciences; effective August 17, 2020

Rebecca Powell; promotion to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 17, 2020

Michong Rayborn; promotion to Associate Professor; School of Leadership and Advanced Nursing Practice; College of Nursing and Health Professions; effective August 17, 2020

Charles Scheer; promotion to Associate Professor; School of Criminal Justice, Forensic Science and Security; College of Arts and Sciences; effective August 17, 2020

Emily Stanback; promotion to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 17, 2020
Wei Wang; *promotion* to Associate Professor; School of Management; College of Business and Economic Development; effective August 17, 2020

Reginald Wilson; *promotion* to Associate Professor; School of Accountancy; College of Business and Economic Development; effective August 17, 2020

Lindsay Wright; *promotion* to Associate Professor; School of Child and Family Sciences; College of Education and Human Sciences; effective August 17, 2020

Xiaodong Zhang; Professor; School of Ocean Science and Engineering; College of Arts and Sciences; effective August 17, 2020
1. **STATE – 2020 APPROVAL OF ACCREDITATION OF MISSISSIPPI NURSING DEGREE PROGRAMS**

Pursuant to Miss. Code Ann. §37-129-1, based on the evaluation of annual reports documenting compliance with the state nursing accreditation standards, Board approval is requested for the accreditation of Mississippi Nursing Degree Programs as indicated below.

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<tr>
<th>SCHOOL OF NURSING</th>
<th>PROGRAM TYPE</th>
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<tr>
<td>Alcorn State University</td>
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<td>Itawamba Community College</td>
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<td>Mississippi University for Women</td>
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1Copiah Lincoln Community College
- **CONDITION:** must submit a follow-up report to ACEN in spring 2020.

2Holmes Community College
- **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. b. Degree Completion Rate **60% or above** over a three-year period; ADN program degree completion rate for three-year period **57.82%** (2016/17 – 60.40%; 2017/18 – 57.46%; 2018/19 – 55.00%).
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/20.

3Itawamba Community College
- **REASON:** ADN program non-compliant with IHL Standard II. Faculty and Staff. State Specific Requirements 2.g. Preceptors shall be academically/experientially prepared at or beyond the level for which the preceptor service is rendered and shall have a minimum of one year experience.
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/20.

4Mississippi University for Women
- **REASON:** BSN program non-compliant with IHL Standard II. Faculty and Staff. State Specific Requirements 2.g. Preceptors shall be academically/experientially prepared at or beyond the level for which the preceptor service is rendered and shall have a minimum of one year experience.
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/20.

**STAFF RECOMMENDATION:** Board Staff recommends approval of this item.
1. SYSTEM– REQUEST FOR APPROVAL TO RENEW PROPERTY INSURANCE

**Agenda Item Request:** The Mississippi Institutions of Higher Learning’s Executive Office (IHL) requests approval to renew its property insurance coverage with **Affiliated FM Insurance Company** (AFM). Additionally, the wind and flood coverage for the gulf coast (referred to as a Difference in Conditions or “DIC” policy) includes a number of markets which share the risk. The lead insurer for the shared DIC coverage is **Axis Surplus Insurance Company** (Axis).

**Contractor’s Legal Name:** **Affiliated FM Insurance Company** and **Axis Surplus Insurance Company**. AFM will provide the property coverage for the system, except for the gulf coast wind coverage. That coverage is provided through a difference in conditions wind and storm surge policy of which Axis provides the largest amount of coverage.

**History of Contract:** In 2009, the Board approved a system-wide approach to insuring the system’s property. AFM has provided the primary property coverage for this program since the program’s inception.

The total insured value for the system is $12,204,860,715, an increase of 1.3% or $156 million over the expiring schedule of values. The blended rate, including the AFM increase and DIC increase, will be .0691. While this is approximately a 20% rate increase over the current policy, the rate is lower than the system rates for policy year 2013-2014. Nationally, property insurance rates continue to increase.

While there are a few coverage changes from the current policy, this renewal will be substantially the same as the current year’s policy, maintaining the same structure and overall coverage limits. A new option is that AFM has agreed to allow universities to select between two deductibles, $100,000 or $250,000, on a university-by-university basis. Selecting the higher deductible will reduce the blended rate increase to 12.6% for those universities which choose that option.

**Specific Type of Contract:** This is a policy of property insurance coverage.

**Purpose:** The purpose of the contract is to insure the system’s properties in the most cost effective manner while meeting each university’s individual coverage needs.

**Scope of Work:** The insurer will provide property insurance coverage during the policy year in exchange for the payment of premiums by the universities and IHL.

**Term of Contract:** This will be a one-year insurance policy running from May 31, 2020, to May 31, 2021.
Termination Options: IHL may cancel the policy at its convenience at any time. Upon cancellation by IHL, the insurer will return unearned premium at 90% of the pro-rata basis. The insurer may cancel the AFM policy by providing a 60-day written notice, except that 10 days of advance written notice is required in the event of nonpayment of premium. If terminated by the insurer, the pro-rata basis of any unearned premium is returned. Cancellation by the insurer for the wind coverage requires a 90-day notice, or 10 days for non-payment of premium.

Contract Amount: The combined premium is between approximately $7,874,509 and $8,431,899 for 2020-2021, depending upon the number of universities which select each deductible option. The amounts may increase or decrease through the term of the policy as universities add or decrease their insured values.

Funding Source for Contract: Each university and the Board Office pays its respective share of the premium which is billed and paid directly between the insurance company and the insured.

Contractor Selection Process: IHL’s approved Broker, Willis Towers Watson (Willis), was selected through a competitive RFP process. Willis marketed the program and obtained quotes for a shared and layered option. This alternative option failed to materialize as initially represented due to deteriorating market conditions. Specifically, the coverage limits and structure did not compare favorably with AFM’s. The AFM renewal policy, in terms of coverage, is substantially the same as the current policy with only a few changes. IHL also engaged Elam Consulting to evaluate renewal options. The incumbent quote is considered the lowest and best option by our broker, consultant, and IHL Risk Management, and is therefore recommended for approval.

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 IHL System and Affiliated FM Insurance Company/Axis Surplus Insurance Company for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. SYSTEM- REQUEST FOR APPROVAL OF A DEFICIT APPROPRIATION FOR FISCAL YEAR 2020 FOR ADDITIONAL COSTS AND LOST REVENUES RELATED TO THE COVID 19 PANDEMIC

Agenda Item Request: The system is requesting approval for ask for additional funds from the state Legislature to cover costs and lost revenues resulting from the Covid 19 pandemic. The Covid 19 pandemic has caused an unprecedented disruption to the
BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
May 21, 2020

operation of system institutions including restricting access to campus facilities to help preserve the safety of students, faculty, and staff as well as significant reduction in non-Covid 19 medical services at the University of Mississippi Medical Center. As a result the system requests authority to present the severe financial needs to the Mississippi Legislature to request deficit funding through funds made available through the Coronavirus Aid, Relief, and Economic Security (CARES) Act and other resources as may be available. The details of this request will be made under separate cover.

Staff Recommendation: Board staff recommends approval of this item.

3. SYSTEM – REQUEST FOR APPROVAL OF FY 2021 TUITION, ROOM AND BOARD RATES

Agenda Item Request: Approval is requested to give approval for the tuition, room and board rates effective FY 2021.

Additional information will be submitted to the Board under separate cover.

Staff Recommendation: Based on Board Policy 702.04C – Consideration of Requests: Requests to establish tuition, and room and board charges shall not be considered until at least thirty days after they have been submitted to provide an opportunity for review by the Board and the Commissioner. The Board reserves the right to waive the thirty-day review requirement during periods of extreme time constraint.

4. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN ENTERPRISE AGREEMENT AND PRODUCT SCHEDULE WITH ROCHE DIAGNOSTICS CORPORATION

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into Enterprise Agreement 142109 and Product Schedule 1000989 with Roche Diagnostics Corporation for the lease of twelve (12) laboratory instruments, the purchase of reagents and supplies needed for diagnostic testing, service for the instruments, and training. UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

Contractor’s Legal Name: Roche Diagnostics Corporation (Roche)

History of Contract: On October 18, 2012, the Board approved a Master Agreement with Roche under which UMMC could negotiate Statements of Work or Product and/or Product Schedules. In addition, the Board approved Schedule 12231 for the lease of laboratory equipment, the purchase of equipment maintenance and the purchase of associated supplies for chemistry and immunoassay testing. On January 22, 2015, the Board approved an amendment to Schedule 12231 to remove one (1) instrument from the
Schedule and add it to another Schedule, as well as change the location of another instrument. On August 20, 2015 the Board approved Amendment 2 to Schedule 12231 for an upgrade to the Middleware Software and to substitute one (1) operator training slot provided in the original agreement for one (1) Rules Training for the upgraded software. On April 21 2016, the Board approved Amendment 3 to Schedule 12331 that allowed UMMC to move equipment from one location to another, return instruments previously utilized in the UMMC Medical Pavilion, and amend the service payments related to an instrument whose implementation had been delayed. On August 17, 2017, the Board approved Amendment 4 to Schedule 12331 that allowed UMMC to remove reagents that UMMC no longer purchased, add two (2) new reagents that UMMC wished to purchase, and extend the Schedule on a month-to-month renewal term upon expiration. The Board approved one (1) year of the month-to-month renewal term options. On May 16, 2019, the Board approved a one (1) year extension of Schedule 12231 and additional funds. The total approved cost of Schedule 12231 is $17,469,918.90.

On January 22, 2015, the Board approved Product Schedule 15930 for the lease of clinical laboratory equipment and the purchase of associated reagents for UMMC Grenada for a total cost of $2,077,687.79. The Product Schedule will expire on September 15, 2020. The proposed Product Schedule will replace the existing Schedule 15930.

UMMC Holmes County currently owns one (1) piece of immunochemistry equipment and leases one (1) piece of chemistry equipment as part of Jackson’s Schedule 12231; reagents for both are currently purchased from Schedule 12231. This Product Schedule will provide two (2) new pieces of equipment to UMMC Holmes County.

**Specific Type of Contract:** Enterprise Agreement and Product Schedule

**Purpose:** The purpose of the agreement is to lease twelve (12) laboratory instruments, purchase reagents and supplies needed for diagnostic testing, and provide service and training for the instruments. The instruments and supplies are used to perform chemistry tests, such as liver and kidney function tests, and to help diagnose and treat numerous diseases including diabetes, hepatitis, kidney conditions, fertility, and thyroid problems. The instruments will be located at the Main Clinical Laboratory in Jackson, multiple UMMC clinic locations, UMMC Grenada, UMMC Grenada Family Medicine clinic, and UMMC Holmes County Hospital.

**Scope of Work:** Under Product Schedule 1000989, Roche will provide:

- twelve (12) laboratory instruments:
  - one (1) Cobas 8100 Beta,
  - two (2) Cobas 6000 <c 501/c 501/e601>,
  - two (2) Cobas c 501/e 601,
  - two (2) Cobas c 501,
o three (3) Cobas 4000 <c 311>,
o one (1) Cobas e 411, and
o one (1) Cobas e 601

- equipment maintenance,
- training,
- associated reagents and supplies used in chemistry and immunoassay testing in multiple UMMC locations.

UMMC will return thirteen (13) laboratory instruments to Roche upon installation of the new equipment.

**Term of Contract:** The term of Product Schedule 1000989 is six (6) years, commencing May 22, 2020, and ending May 21, 2026, or five (5) years after date of installation of the last piece of equipment, whichever is later. The term of the Enterprise Agreement will commence when signed by both parties and will continue through the last expiration of a valid Schedule.

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

- by Roche in the event of a default by UMMC,
- by UMMC in the event of default by Roche. UMMC may terminate the applicable Schedule or the Enterprise Agreement,
- by UMMC in the event a product is continuously unavailable for ninety (90) days due to a force majeure event,
- by UMMC in the event of a reduction in funds if UMMC provides written proof to Roche showing that it lost appropriations, and as a consequence it will no longer be purchasing the products under the applicable Schedule,
- by UMMC, if Roche does not comply with the integration services warranty and Roche does not correct the failure within forty-five (45) days of the warranty notice, UMMC may terminate in the following thirty (30) days, and
- by Roche if UMMC does any of the following and does not correct the problem in 30 days:
  - UMMC engages in activities that Roche reasonably deems a risk to the security or integrity of Roche, the services or any personal information, or that are prohibited pursuant to the agreement,
  - UMMC fails to pay the fees/payments on any applicable schedule, and
  - UMMC fails to comply with any of the terms and conditions of the agreement.

Schedule 1000989 may be terminated for the following:

- by UMMC upon one hundred eighty (180) days written notice to Roche, after the first thirty-six (36) months of the agreement; and
• if at any time after the 7-year anniversary of the original commencement date of any equipment included on the Schedule, the equipment has three (3) consecutive months of equipment failure, Roche may terminate its obligation to provide service on the equipment, and, if the equipment is leased or rented, require a return of the equipment to Roche.

The intersystem cache database software sublicense may be terminated for the following:

• if the use of the software is a violation a third party’s rights when used in accordance with the documentation and instructions, the vendor may terminate UMMC’s license, and
• by either party upon the other party’s breach.

**Contract Amount:** The estimated cost of the Product Schedule is $20,780,000.00 over the six (6) year term. UMMC has included a fifteen percent (15%) annual increase in reagents and supplies beginning in year two (2) to account for potential price and patient volume increases.

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

**Contractor Selection Process:** The laboratory instruments, reagent and supplies qualify as clinical commodities under Miss Code Ann §31-7-1, which is 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 leases in an amount greater than $100,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Roche Diagnostics Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. **MSU – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH SOUTHWEST AIRLINES CO.**

**Agenda Item Request:** MSU requests approval to enter into a contract with Southwest Airlines Co. for the purpose of air transportation services for the MSU Football team during the 2020 Football season. MSU requests approval to pay a deposit prior to the flights. Prepayment is very common and most often required in this industry.

**Contractor’s Legal Name:** Southwest Airlines Co.

**History of Contract:** MSU has used this firm previously for the purpose of air transportation for its Football team and has been satisfied with the services rendered.
Specific Type of Contract: Air charter services agreement

Purpose: Provide air transportation for MSU Football team

Scope of Work: Southwest Airlines Co. will provide jet aircraft transportation to transport the MSU Football team. The agreement includes three (3) round trip flights as shown in the appendix of the agreement.

Term of Contract: Contract shall commence the date contract is signed by both parties and terminate on the date of the last flight as set forth in the agreement.

Termination Options: MSU may cancel any flight in the agreement without a cancellation charge by giving written notice to Southwest at least 60 days or more prior to the scheduled departure date.

If MSU cancels between 30-59 days prior to the scheduled departure date, MSU will owe 20% of the total charter price; 15-29 days will be 50%; less than 15 days will be 90%; minimum charge will be $2,000.00.

MSU may terminate the agreement under clauses referenced in the Mississippi State University Standard Contract Addendum.

Contract Amount: The total amount for all charters will be $389,500.00.

Payment Schedule:
- Deposit: $77,900.00 Due: July 15, 2020
- Payment 1: $109,760.00 Due: July 29, 2020
- Payment 2: $100,240.00 Due: August 24, 2020
- Payment 3: $101,600.00 Due: September 14, 2020

Funding Source for Contract: Athletic Department

Contractor Selection Process: MSU has used this firm previously and is satisfied with their costs and services. The costs are consistent with prices paid previously.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between Mississippi State University and Southwest Airlines Co. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
6. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH ENCORE MEDICAL, L.P.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Pricing Agreement with **Encore Medical, L.P. d/b/a DJO Surgical** for the purchase of lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients (Total Joint). UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

**Contractor’s Legal Name:** Encore Medical, L.P. (Encore) d/b/a DJO Surgical (DJO)

**History of Contract:** This is UMMC’s first agreement with Encore/DJO. UMMC previously purchased Total Joint products from Smith & Nephew, Inc. (Smith & Nephew), Zimmer US, Inc. (Zimmer), and Johnson & Johnson Health Care Systems Inc. (JJHCS). In 2019, UMMC sought proposals from vendors for its Total Joint needs. Based on the analysis of proposals received, UMMC has selected DJO, Smith & Nephew, Zimmer, and JJHCS as the vendors UMMC will use for Total Joint. UMMC has submitted for consideration separate agreements with Smith & Nephew, Zimmer, and JJHCS.

**Specific Type of Contract:** Pricing Agreement

**Purpose:** The purpose of the agreement is to purchase lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients. These components are necessary to provide total knee and hip replacements or revisions of previously replaced joints.

**Scope of Work:** Under the agreement, Encore/DOF will provide lower extremity total joint components such as implants, instrumentation and supplies to UMMC.

**Term of Contract:** The term of the agreement is for three (3) years, June 1, 2020 through May 31, 2023.

**Termination Options:** The Pricing Agreement may be terminated for the following:

- by UMMC upon thirty (30) days prior written notice to Encore/DOJ,
- by the non-breaching party in the event of a breach, upon written notice to the breaching party if the breach is not cured in thirty (30) days to cure; then the non-breaching party may immediately terminate this Agreement by written notice to the breaching party, and
by UMMC immediately if DJO is unable to supply the products under the agreement.

**Contract Amount:** The estimated cost of the agreement is $12,000,000.00 over the three (3) year term. This includes a fifteen percent (15%) increase to allow for patient volume change. However, it is unknown at this time which vendor’s product will be selected for the specific patient, therefore UMMC has requested its total projected need for these items from each of the proposed Total Joint vendors.

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

**Contractor Selection Process:** The lower extremity total joint components such as implants, instrumentation, and supplies qualify as clinical commodities under Miss Code Ann §31-7-1, which is exempted from procurement requirements under §31-7-13.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property 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 Encore Medical, L.P., for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

7. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO A 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. for the purchase and consignment of lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients (Total Joint). UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

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

**History of Contract:** On May 18, 2017, the Board approved a three (3) year Product Pricing and Consignment Agreement with DePuy Synthes Sales, Inc. (DePuy Synthes) for $11,181,032.03. The agreement will expire on May 31, 2020. DePuy Synthes is a subsidiary of JJHCS.

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. On February 20, 2020, the Board approved Amendment #3 to the Master IDN Agreement to include information security requirements.

In 2019, UMMC sought proposals from vendors for its Total Joint needs. Based on the analysis of proposals received, UMMC selected JJHCS, Smith & Nephew, Inc. (Smith & Nephew), Zimmer US, Inc. (Zimmer), and Encore Medical, L.P. (DJO) as the vendors UMMC will use for Total Joint. UMMC has submitted for consideration separate agreements with Smith & Nephew, Zimmer, and DJO.

**Specific Type of Contract:** Product Agreement

**Purpose:** The purpose of the agreement is to purchase and consign lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients. These components are necessary to provide total knee and hip replacements or revisions of previously replaced joints. The consignment option under the agreement will allow Total Joint products to be available at all times to UMMC surgeons, ensuring immediate treatment of patients, without cost to UMMC until the products are used.

**Scope of Work:** Under the agreement, JJHCS will provide lower extremity total joint components such as implants, instrumentation and supplies to UMMC, and consign these items at UMMC for ease of access.

**Term of Contract:** The term of the agreement is for three (3) years, June 1, 2020 through May 31, 2023.

**Termination Options:** The Product Agreement may be terminated for the following:

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

The Master IDN Agreement may be terminated for the following:

- by either party at any time upon a thirty (30) day written notice,
- 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 estimated cost of the agreement is $12,000,000.00 over the three (3) year term. This includes a fifteen percent (15%) increase to allow for patient volume change. However, it unknown at this time which vendor’s product will be selected for the specific patient, therefore UMMC has requested its total projected need for these items from each of the proposed Total Joint vendors.

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

**Contractor Selection Process:** The lower extremity total joint components such as implants, instrumentation, and supplies qualify as clinical commodities under Miss Code Ann §31-7-l, which is exempted from procurement requirements under §31-7-13.

**Staff Recommendation:** Based on Board Policy 707.01, Land, Property 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.

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8. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO A PRODUCT PRICING AND CONSIGNMENT AGREEMENT WITH SMITH & NEPHEW, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Product Pricing and Consignment Agreement with Smith & Nephew, Inc. for the purchase of lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients (Total Joint). UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

**Contractor’s Legal Name:** Smith & Nephew, Inc. (Smith & Nephew)

**History of Contract:** On May 18, 2017, the Board approved a three (3) year Product Pricing and Consignment Agreement with Smith & Nephew for $11,181,032.03. The agreement will expire on May 31, 2020.

In 2019, UMMC sought proposals from vendors for its Total Joint needs. Based on the analysis of proposals received, UMMC has selected Smith & Nephew, Zimmer US, Inc.
(Zimmer), Johnson & Johnson Health Care Systems Inc. (JJHCS), and Encore Medical, L.P. (DJO) as the vendors UMMC will use for Total Joint. UMMC has submitted for consideration separate agreements with Zimmer, JJHCS, and DJO.

**Specific Type of Contract:** Product Pricing and Consignment Agreement

**Purpose:** The purpose of the agreement is to purchase and consign lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients. These components are necessary to provide total knee and hip replacements or revisions of previously replaced joints. The consignment option under the agreement will allow Total Joint products to be available at all times to UMMC surgeons, ensuring immediate treatment of patients, without cost to UMMC until the products are used.

**Scope of Work:** Under the agreement, Smith & Nephew will provide lower extremity total joint components such as implants, instrumentation and supplies to UMMC, and consign these items at UMMC for ease of access.

**Term of Contract:** The term of the agreement is for three (3) years, June 1, 2020 through May 31, 2023.

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

- by the non-breaching party in the event of a material breach, upon written notice to the breaching party and thirty (30) days to cure the breach,
- by UMMC upon thirty (30) days’ written notice, with or without cause, and
- in the event of a reduction in funds.

**Contract Amount:** The estimated cost of the agreement is $12,000,000.00 over the three (3) year term. This includes a fifteen percent (15%) increase to allow for patient volume change. However, it unknown at this time which vendor’s product will be selected for the specific patient, therefore UMMC has requested its total projected need for these items from each of the proposed Total Joint vendors.

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

**Contractor Selection Process:** The lower extremity total joint components such as implants, instrumentation, and supplies qualify as clinical commodities under Miss Code Ann §31-7-1, which is exempted from procurement requirements under §31-7-13.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property 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
9. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO A PRODUCT PURCHASE AGREEMENT WITH ZIMMER US, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Product Purchase Agreement with Zimmer US, Inc. for the purchase and consignment of lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients (Total Joint). UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

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

**History of Contract:** On May 18, 2017, the Board approved a three (3) year Product Purchase Agreement with Zimmer for $11,181,032.03. The agreement will expire on May 31, 2020.

In 2019, UMMC sought proposals from vendors for its Total Joint needs. Based on the analysis of proposals received, UMMC has selected Zimmer, Smith & Nephew, Inc (Smith & Nephew), Johnson & Johnson Health Care Systems Inc. (JJHCS), and Encore Medical, L.P. (DJO) as the vendors UMMC will use for Total Joint. UMMC has submitted for consideration separate agreements with Smith & Nephew, JJHCS, and DJO.

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

**Purpose:** The purpose of the agreement is to purchase and consign lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients. These components are necessary to provide total knee and hip replacements or revisions of previously replaced joints. The consignment option under the agreement will allow Total Joint products to be available at all times to UMMC surgeons, ensuring immediate treatment of patients, without cost to UMMC until the products are used.

**Scope of Work:** Under the agreement, Zimmer will provide lower extremity total joint components such as implants, instrumentation and supplies to UMMC, and consign these items at UMMC for ease of access.

**Term of Contract:** The term of the agreement is for three (3) years, June 1, 2020 through May 31, 2023.
Termination Options: The agreement may be terminated for the following:

- by the non-breaching party immediately in the instance of a breach of confidential information,
- by UMMC, upon sixty (60) days’ written notice to Zimmer, if Zimmer discontinues a product and the parties are unable to reach agreement on an amendment regarding the discontinued products,
- by either party, if a force majeure event continues in excess of ninety (90) days, and the parties cannot arrive at a compromise,
- by either party due to a breach of the agreement by the other party, if the breaching party does not cure such breach within thirty (30) days after receipt of notice specifying the nature of the breach,
- by either party, with or without cause, upon sixty (60) days’ prior written notice to the other party,
- by either party if the other party becomes insolvent or bankrupt, or becomes the subject of any proceedings under state, federal or foreign law for the relief of debtors, or makes any assignment for the benefit of creditors,
- by UMMC, due to discontinuation of products, and
- in the event of a reduction in funds.
- Exhibit B Consignment Terms & Conditions may be terminated for the following:
  - by either party upon thirty (30) days prior written notice to the other party, and
  - automatically upon the termination or expiration of the Product Purchase Agreement.

Contract Amount: The estimated cost of the agreement is $12,000,000.00 over the three (3) year term. This includes a fifteen percent (15%) increase to allow for patient volume change. However, it unknown at this time which vendor’s product will be selected for the specific patient, therefore UMMC has requested its total projected need for these items from each of the proposed Total Joint vendors.

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

Contractor Selection Process: The lower extremity total joint components such as implants, instrumentation, and supplies qualify as clinical commodities under Miss Code Ann §31-7-1, which is exempted from procurement requirements under §31-7-13.

Staff Recommendation: Based on Board Policy 707.01, Land, Property 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 Zimmer US, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
10. **UMMC-REQUEST TO AMEND LEASE 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 (MHG) to extend the term an additional two (2) years, add a parking provision, and add indemnification and insurance requirements of MHG. Under the Sublease, UMMC leases approximately 5,440 square feet of clinic space at 8950 Lorraine Road in Gulfport, Mississippi, for use as a pediatric outpatient clinic. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods and 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

**History of Contract:** On November 16, 2017, the Board approved a twenty-seven (27) month sublease with MHG, which will expire on June 30, 2020. The property is owned by Mamie Street Properties, LLC and was leased to MHG through June 30, 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:** This is Amendment No. 1 to the Medical Office Building Lease.

**Purpose:** The purpose of the amended Sublease is to sublease approximately 5,440 square feet from MHG for use as a pediatric outpatient clinic.

**Scope of Work:** Under the amended Sublease, MHG will:
- Sublease approximately 5,440 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
Reattach any handrails or toilet paper dispensers in restrooms, with touch-up painting as needed.

UMMC will use the premises for medical clinic.

**Term of Contract:** The term of the amended Sublease is fifty-one (51) months and five (5) days, from March 26, 2018, through February 28, 2022. The original Sublease term was twenty-seven (27) months and five (5) days. Amendment No. 1 extends the term an additional twenty-four (24) months.

**Termination Options:** Termination options include 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 $706,383.65 over the extended term. The original lease was approved for a total cost of $379,329.17. Effective July 1, 2020, UMMC’s base rent will be $10,984.27 per month, plus an estimated $63,432.08 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 for Contract: This 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 Agreement between UMMC and Memorial Hospital At Gulfport for compliance with applicable law and finds same to be acceptable. Board staff recommendation pending review by UMMC Liaison.
1. **UMMC – APPROVAL TO SETTLE TORT CLAIM**

The University of Mississippi Medical Center is seeking board approval for settlement for Tort Claim number 1929.

2. **USM – APPROVAL TO SETTLE IHL SELF-INSURED WORKERS’ COMPENSATION CLAIM**

The IHL Self-Insured Workers’ Compensation Program is seeking Board approval for settlement of Claim No. 55-41223-1 for The University of Southern Mississippi.
1. **SYSTEM – APPROVAL OF COMMITTEE APPOINTMENTS BY PRESIDENT FORD DYE**

In accordance with Board Policy 301.03 Board Committees, which requires Board approval of any proposed Board committees, including the proposed committee memberships and chairs, President Ford Dye submits the following committees and committee chairs for Board approval.

**STANDING COMMITTEES**

- **Academic Affairs Committee** – Dr. Steven Cunningham, Chair
- **Finance Committee** – Tom Duff, Chair
- **Health Affairs Committee** – Dr. Walt Starr, Chair
- **Legal Committee** – Ann Lamar, Chair
- **Real Estate Committee** – Chip Morgan, Chair

**AD HOC COMMITTEES**

**Ayers Endowment Management**

1. Dr. Alfred McNair, Jr., Chair
2. Dr. Ford Dye, Board President
3. Dr. Alfred Rankins, Commissioner
4. Dr. Felicia Nave, ASU President
5. Thomas Hudson, JSU Acting President
6. Dr. Jerryl Briggs, MVSU President
7. Bruce Martin

**Diversity**

1. Shane Hooper, Chair
2. Dr. Steven Cunningham
3. Jeanne Luckey
4. Chip Morgan

Note: The President is an Ex-Officio member of all committees.

2. **SYSTEM – APPROVAL OF APPOINTMENT OF REPRESENTATIVE TO THE UNIVERSITY PRESS OF MISSISSIPPI BOARD OF DIRECTORS**

The University Press of Mississippi (UPM) is a not-for-profit corporation supported by the eight public universities under the IHL Board. One IHL Board member serves a four-year term on the 19-member Board of Directors for UPM. Trustee Walt Starr currently serves as the IHL Board’s representative. His term expires June 30, 2020.
Trustee Bruce Martin has agreed to serve as the IHL Board representative for the term July 1, 2020 – June 30, 2024.

Staff Recommendation: Board staff recommends approval of this item.
1. **IHL -EXECUTIVE OFFICE – MISSISSIPPI INFORMATION TECHNOLOGY SUPPLEMENT TO THE MASTER AGREEMENT AND SERVICE AGREEMENT WITH ELLUCIAN COMPANY L.P.**

Mississippi Department of Information Technology Services (MS-ITS) is acting as contracting agent for the Mississippi Institutions of Higher Learning (IHL) and is entering into a Supplement to the Master Agreement and a Service Agreement with Ellucian Company, L.P. for a pool of hours for consulting and training services related to the new release implementation for Banner Software.

See Exhibit 1

2. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES SOFTWARE LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT WITH CHANGE HEALTHCARE TECHNOLOGIES, LLC**

The attached exhibit represents the approval of MS-ITS for the University of Mississippi Medical Center (UMMC) to enter into a Software License and Application Service Provider Agreement with Change Healthcare Technologies, LLC for the continued use of the Interqual Clinical Content software through a hosted environment. This software is used in UMMC’s Coordinated Care department and provides evidence-based clinical intelligence to support appropriate care and foster optimal utilization of resources. The Attorney General’s staff assigned to the MS-ITS reviewed the agreement prior to execution. The agreement is between Change Healthcare Technologies, LLC and MS-ITS on behalf of UMMC.

See Exhibit 2

3. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT 14 TO THE MASTER SERVICES AND LICENSE AGREEMENT WITH OPTUMINSIGHT, INC.**

The attached exhibit represents the approval of MS-ITS of Amendment 14 to the Master Services and License Agreement with OptumInsight, Inc. on behalf of the University of Mississippi Medical Center (UMMC) to allow Optum to perform upgrades on the Claims Manager software and provide testing and training for the conversion of iLog to Dynamic Data Driven Rules (DDR). The conversion to DDR will allow for remote data in real time related to claims management. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Agreement and related amendment is between OptumInsight, Inc. and MS-ITS on behalf of UMMC.

See Exhibit 3
This document is your authorization from ITS to purchase the following products and/or services from the vendor listed, at or below the prices itemized. If no vendor is listed, proceed according to ITS exemption instructions or instructions included on the Planned Purchase Approval Letter accompanying this CP-1. This procurement is contingent upon availability of funds and will not become final until the vendor has received your purchase order. Keep this form with your financial records as an audit trail of ITS procurement approval.

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

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

### Products and Services Purchase Details

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**TOTAL**

| MAXIMUM | 937,200.00 |

**PRODUCT CAT CODES --** 91871000000

**DISTRIBUTION TO**

- Jim Hood - EMAIL: jhood@ihl.state.ms.us
- ISS Magic - EMAIL: issmagic@its.ms.gov

**PRNO**

- RZM00-45680-1   | AUTHORITY APRV | REPLACEMENT | RFP No(s) | 2911
Product/Services
4,920 Hours of Consulting and Training Services

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Total Year 1: 937,200.00
Blakeney,

The attached Software License & ASP is ready for UMMC to sign. Please sign page 22 and the BAA on page 37.

I will return a copy for your records once the agreement has been fully executed.

Thank you,
Cindy

Cindy Gosa
Technology Consultant
MS Department of Information Technology Services
601-432-8133 | www.its.ms.gov

DISCLAIMER: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.
PROJECT NUMBER 45216
SOFTWARE LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
CHANGE HEALTHCARE TECHNOLOGIES LLC
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This Software License and Application Service Provider Agreement (hereinafter referred to as “Agreement”) is entered into by and between, Change HealthCare Technologies LLC, a Delaware corporation having its principal place of business at 275 Grove Street, Newton, Massachusetts 02466 (hereinafter referred to as “Licensor”), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the University of Mississippi Medical Center, located at 2500 North State Street, Jackson, Mississippi 39201 (hereinafter referred to as “Licensee” and/or “UMMC”). ITS and UMMC are sometimes collectively referred to herein as “State.”

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 4220 in an attempt to certify the sole source status of this procurement; and

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

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

ARTICLE 1    DEFINITIONS
1.1 “Active User” means UMMC employees actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

1.2 “Available Date” means the date upon which Licensor notifies UMMC that the Software may be accessed on the Licensor’s ASP server and UMMC may begin acceptance testing.

1.3 “Beds” means the number of hospital beds regularly maintained (set up and staffed for use) for inpatients by Licensee or a Facility.

1.4 “Clinical Content” means medical or clinical information such as terminology, vocabularies, decision support rules, alerts, drug interaction knowledge, care pathway knowledge, standard ranges of normal or expected result values, and any other clinical content or rules provided to Licensee under this Agreement together with any related Documentation and Upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Clinical Content may be either (i) owned by CHC, or (ii) Third Party Clinical Content.
1.5 "Confidential Information" means non-public information of the disclosing party, whether related to currently licensed Products, Services, or other deliverables or business practices that is marked confidential or which the receiving party should reasonably know to be confidential. Confidential Information specifically includes information about future solution development, roadmaps, or new features and functionality, penetration test results, proposals, participation in customer focus groups, user feedback, financial, personnel, planning, technical, and marketing information, and the terms of this Agreement. Confidential Information does not include: (a) information lawfully obtained or created by the receiving party independently from the disclosing party's Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information as defined by the Health Insurance Portability and Accountability Act.

1.6 "Documentation" means the published user and technical manuals and documentation that Licensor makes generally available for the Software; the help files included within the Software, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Software.

1.7 "Enhancements" means the corrections, updates, upgrades or new versions of the Software or Documentation that Licensor may provide to Licensee under this Agreement.

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

1.9 "Licensee Content" means any content provided by or through Licensee or Active Users for for use with the Software. Licensee Content does not include Clinical Content.

1.10 "Licensor" means Change HealthCare Technologies LLC, and its successors and assigns.

1.11 "Products" means any Software, content, or any other product that Licensor provides to Licensee under this Agreement. Licensor may provide Products through technological means, including artificial intelligence and machine learning.

1.12 "Services" means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that Licensor provides to Licensee under this Agreement. Licensor may provide Services through technological means, including artificial Intelligence and machine learning.

1.13 "Software" means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used for the management of the web-based InterQual® Criteria Software License and Hosting System and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified herein.

1.14 "Software Error" means a reproducible defect or combination thereof in the Software that results in a failure of the Software when used in accordance with the Documentation. Software Errors do not include those errors caused by (a) Licensee's negligence, (b) any unauthorized modification or alteration Licensee makes to the Software, (c) data that does not conform to Licensor's specified data format, (d) operator error, or (e) use not conforming to the Licensor's supported technical environment specified in the Documentation.
1.15 "Supported Interfaces" means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Software as described in the Documentation.

1.16 "Third Party" means an individual or entity other than Licensor or Licensee.

1.17 "Third-Party Solution" means any Product or Service listed in this Agreement that is owned or provided by a Third Party.

ARTICLE 2 PERIOD OF PERFORMANCE
2.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect until the Licensor completes all tasks required herein pursuant to the project work plan, including services during the three (3) year hosting term. At the end of the three (3) year term, this Agreement, upon the written agreement of the parties and the recertification of sole source status, may be renewed under the same terms and conditions for an additional term, the length of which will be agreed upon by the parties. One hundred and eighty (180) days prior to the expiration of the initial hosting term of this Agreement, Licensor shall notify UMMC and ITS of the impending expiration and UMMC shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the Agreement.

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

ARTICLE 3 SCOPE OF SERVICES
3.1 The Licensor agrees to provide to UMMC an ASP based InterQual® Criteria Software License and Hosting system and Services and associated deliverables required to provide, host and maintain a web-based application for UMMC as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined in Article 3.5 below.

3.2 The Licensor acknowledges that UMMC intends to be actively involved in the day-to-day progress of the project. The Licensor agrees to (a) obtain UMMC’s approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved project work plan; (b) upon request make available to the State project team members all project work papers and work-in-progress for review; (c) ensure that the Licensor Project Manager works closely together with the State Project Manager, (d) meet with UMMC on a regular basis at a mutually agreeable time, and as otherwise requested by UMMC, to discuss the status of the project, and (f) if required by UMMC, submit written project status reports.

3.3 The parties understand and agree that the project shall be structured with interim deliverables as set forth in the agreed upon project work plan so as to allow UMMC an opportunity to accept or reject the deliverables, including but not limited to, specifications, requirement definitions, process designs, data analyses, web layouts, screen layouts, and report layouts. The actual customizations shall not begin until after UMMC has communicated its conceptual approval of the results the Licensor plans to provide. UMMC shall have ten (10) business days to review
interim materials, which review period can only be reduced by mutual agreement of the Licensor and UMMC.

3.4 It is understood by the parties that the project work plan must be in place within fifteen (15) business days of execution of this Agreement unless otherwise mutually agreed to be the parties and prior to any other work being performed. Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

3.5 Licensor shall be responsible for the following:

A. Ensuring that all deliverables are delivered pursuant to the mutually agreed upon project work plan;
B. Ensuring that the host site complies with Priority One of the World Wide Web Consortium's (W3C's) Web Accessibility Initiative and partially complies with the guidelines in Section 508 of the Rehabilitation Act that are not covered in W3C Priority;
C. Ensuring that the site is accessible through UMMC's published universal resource locator ("URL") rather than through Licensor's site address;
D. Reviewing with UMMC the Content a minimum of once a quarter to ensure that the Content remains timely and accurate and reaching an agreement with UMMC as to reasonable timelines for implementing Content updates delivered to the Licensor that will be posted on the site;
E. Tracking date sensitive items to ensure timely updates;
F. All Content provided by the Licensee and collected by the Software shall remain the sole and exclusive property of the Licensee. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to the Licensee pursuant to a mutually agreed upon release schedule;
G. Working with UMMC to achieve access rates that meet UMMC's needs;
H. Providing security for the host site that is agreeable to UMMC with Licensor responsible for all necessary equipment and software related to security provided that Licensee's requirements are in compliance with HIPAA, and otherwise consistent with generally accepted practices within the industry;
I. Providing support of the site twenty-four (24) hours a day, seven (7) days a week, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
J. Notifying UMMC at least three (3) business days prior to any scheduled service interruption, with said notice containing a general description of the reason for the service interruption;
K. Adhering to a disaster recovery plan and upon request providing access to Licensor's summary document of such plan to the State, all at Licensor's expense;
L. Maintaining in accordance with the terms and conditions of this Agreement, the confidentiality of the data entered;
M. Providing UMMC with a high level overview of the technical architecture and infrastructure of Licensor's system;
N. Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Licensor;

O. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial three (3) year period not increasing annually beyond five percent (5%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;

P. Providing 24x7x365 support of the web site, including sub-domain support;

Q. Providing redundant internet connections;

R. Providing FTP and remote configuration access;

S. Providing SSL secure server access;

T. Providing upon request monthly reports containing standard systems availability to UMMC;

U. Maintaining sufficient bandwidth and server capacity to meet UMMC and Active Users’ demand as it may fluctuate and increase during the term of this Agreement, and

V. Unless UMMC is in material breach of this Agreement, UMMC may request transition assistance from Licensor by providing notice at least 90 days before the termination or expiration of the Agreement. Upon UMMC’s timely request, Licensor will cooperate with UMMC in an orderly transition for a period of up to 180 days following termination or expiration of the Agreement. During a transition assistance period, UMMC may continue using the applicable Software subject to the terms of the Agreement (including all associated fees). Any additional Products or Services provided by Licensor during the transition assistance period will be invoiced at Licensor’s standard rates.

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

ARTICLE 4   SCOPE OF LICENSE AND HOSTING SERVICES

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

4.2 Licensor will make access to Licensor’s Software available through Licensor’s site (“ASP Services”).

4.3 In connection with the ASP Services, Licensor will provide and maintain all Software and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Software.
4.4 The Software will be accessible at least ninety nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Licensor. In the event that UMMC or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse UMMC twenty five percent (25%) of the monthly ASP hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

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

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

4.7 Licensor acknowledges that the Licensee Content is and shall remain the sole and exclusive property of Licensee. Further, Licensor acknowledges that the Licensee Content may contain valuable trade secrets of Licensee and Licensor agrees to maintain the confidentiality of the Licensee Content and shall not make the Licensee Content publicly available except as may be necessary in performing the ASP Services or as otherwise expressly permitted in this Agreement.

4.8 Licensee acknowledges that the Software and Products shall remain the exclusive property of Licensor. Licensee agrees that except as expressly noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer any of the Software without the prior written consent of Licensor. Licensee's rights in the Products and Services will be limited to those expressly granted in this Agreement. Licensor and its third party vendors reserve all intellectual property rights not expressly granted to Licensee. All Enhancements, changes, modifications, improvements or new modules made or developed with regard to the Products or Services, whether or not (a) made or developed at Licensee's request, (b) made or developed in cooperation with Licensee, or (c) made or developed by Licensee, will be solely owned by Licensor or its third party vendors. Licensee acknowledges that the Products contain trade secrets of Licensor or its third party vendors. Licensor retains title to all material, originated or prepared for the Licensee under this Agreement. Licensee is granted a license to use such materials in accordance with this Agreement.

4.9 Only interfaces or integrations, including Licensee-developed integrations or third-party integrations, that have been approved by Licensor in writing may be used in conjunction with Products.

4.10 Third Party Software is subject to, and Licensee agrees to be bound by, the Third Party Terms to the extent such terms do not violate the laws of the State of Mississippi, including the opinions of the Mississippi Attorney General. Third Party Software is licensed for use only in connection with the related Licensor Software. Licensor may substitute different Software for any Third Party Software licensed to Licensee, if Licensor reasonably demonstrates the need to do so.
4.11 The following provisions apply to Clinical Content:

**Copying of Clinical Content:**

a. **Definitions.** In this section:

“Member”, “Insured”, “Participant” and “Beneficiary” are used interchangeably to mean an enrollee, covered person, policy holder, or subscriber of an insurance carrier.

“Provider” means a health care professional or facility and a Provider may be referred to as participating, non-participating, contracted, non-contracted or out-of-network to identify whether the Provider has a contractual relationship with an insurance carrier.

b. **Permitted Ad-Hoc Disclosures.** Customer may disclose the Clinical Content on an ad-hoc basis in the smallest increments or portions feasible under the circumstances or as legally required for disclosure with the CHC Statement of Disclosure, all as set forth below:

(i) to a Member included as one of Customer’s Covered Lives under Solution Rider when the Clinical Content have been referenced in the process of denying, limiting, or discontinuing authorization of services for the Member;

(ii) to a Member for the sole purpose of satisfying Customer’s contractual obligations to report review results;

(iii) to a participating or out-of-network Provider of health care services subject to Customer’s medical necessity review and for use in case specific discussions;

(iv) to a public agency or independent review organization in connection with conducting an independent external review of or conducting an appeal of Customer’s medical necessity determination in a specific case when the Clinical Content have been referenced in the process of making said determination

(v) to a public agency to comply with a statutory or regulatory mandate requiring the Clinical Content to be filed with the agency (electronic access to the copy to be furnished to CHC as soon as practicable prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure;

(vi) pursuant to a judicial order or subpoena (copy to be furnished to CHC by at least five (5) business days’ notice prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure, or, if the scheduled time for the disclosure is less than five (5) business days, then as soon as possible prior to disclosure.

c. If Customer has reason to request flexibility to disclose Clinical Content beyond the requirements as set forth in the subsections above, Customer and CHC agree to work cooperatively prior to disclosure to ensure appropriate measures are in place for protecting CHC’s intellectual property, trade secrets and confidential information.

d. Customer’s disclosure and CHC’s agreement for disclosure of Clinical Content pursuant to this section to comply with regulatory or legal requirements does not constitute a waiver of CHC’s rights to protect its intellectual property, trade secrets and confidential information.

e. In connection with each disclosure/distribution, all Clinical Content copies will prominently display on the cover page and/or introductory screen CHC’s trademark and copyright
notices and Proprietary Notice, as provided herein, and Customer will maintain and furnish the disclosure/distribution to CHC upon request.

f. The following is the CHC Statement of Disclosure to be provided with each disclosure/distribution of the Clinical Content.

**CHC’s Statement of Disclosure:**

*The Clinical Content you are receiving is confidential and proprietary information and is being provided to you solely as it pertains to the information requested. Under copyright law, the Clinical Content may not be copied, distributed, or otherwise reproduced. In addition, the Clinical Content may contain advanced clinical knowledge which we recommend you discuss with your physician upon disclosure to you.*

*The Clinical Content reflects clinical interpretations and analyses and cannot alone either (a) resolve medical ambiguities of particular situations; or (b) provide the sole basis for definitive decisions. The Clinical Content is intended solely for use as screening guidelines with respect to medical appropriateness of healthcare services and not for final clinical or payment determinations concerning the type or level of medical care provided, or proposed to be provided, to a patient; all ultimate care decisions are strictly and solely the obligation and responsibility of your health care provider.*

4.12 Additional license terms are set forth in Exhibit C which is attached to this Agreement.

**ARTICLE 5 DELIVERY; RISK OF LOSS, AND ACCEPTANCE**

5.1 Licensor shall deliver, install, and make available the Software and Documentation to the Licensor’s hosting environment, except as otherwise specified, and pursuant to the delivery schedule mutually agreed to by the parties.

5.2 Licensor shall assume and bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout Licensor’s possession thereof.

5.3 UMMC shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Software to confirm that it performs without any critical defects and performs in accordance with the requirements of this Agreement. UMMC’s approval of the Software shall not be unreasonably withheld. Thereafter, the Software shall perform in all material respects in accordance with the functional specifications set forth in the Documentation.

**ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT**

6.1 The total compensation to be paid to the Licensor by UMMC for all development, maintenance and ASP services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of $441,748.87 and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

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

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

6.4 Any discounts provided under this Agreement, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Licensee and its affiliates must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this MRA and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Licensee by Licensor about the discount.

6.5 Upon reasonable advance notice and no more than once per year during the term of this Agreement, Licensor may, at Licensor's expense, conduct an audit to ensure that Licensee is in compliance with this Agreement. Such audit will be coordinated through Licensee's "Office of Compliance and Integrity." Such audit will be conducted during regular business hours, and Licensee will provide Licensor with reasonable access to all relevant equipment and records. If an audit reveals that Licensee's use of any Product or Service during the period being audited exceeds the number of facility(ies), data center(s) transactions, or Usage-Based Variables described in Exhibit A, then Licensor may invoice Licensee for all such excess use based on the rates set forth in Exhibit A, and Licensee will pay any such invoice.

ARTICLE 7 WARRANTY

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

7.2 Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth herein.

7.3 During the term of this Agreement, the Licensor represents and warrants that the Software perform in all material respects in accordance with this Agreement and the functional specifications set forth in the Documentation. This warranty will not apply: (a) if Licensee operates the Software with equipment other than equipment that Licensor specifies in the Documentation, or (b) if anyone other than Licensor or its authorized third party vendor makes any unauthorized modifications of the Software; or (c) if Licensee uses a version of the Software other than one of the two most current releases and Licensor has notified Licensee of and made available the two most current releases; or (d) if Licensee has discontinued Maintenance Services or is past due on any undisputed license, Maintenance Services or Implementation Services Fees. Notwithstanding anything contained in
subsection d, such warranty shall remain in existence until such time as Licensor provides Licensee with notice of nonpayment of any undisputed License Fee and such payment is not received within fifteen (15) business days of Licensee’s receipt of such notice. This warranty includes, without limitation, correction of any failure of the Software to conform with the warranty, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any nonconformity during the warranty period. The Licensor shall repair any such nonconformity at no additional charge to the State.

7.4 During the term of this Agreement, the Licensor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Agreement. For any material breach of this warranty, Licensor shall perform the Services again, at no charge to the State, or if Licensor is unable to perform the Services as outlined in the contract, Licensor shall reimburse the State the fees paid to Licensor for the Services not performed.

7.5 Licensor represents and warrants that neither the Software, nor Enhancements shall contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee’s licensed use of the Software, or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee’s business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code, lockup program or device.

7.6 Licensor represents and warrants that neither the Software, nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee’s applications or data. Licensor will exercise due care in accordance with industry standards in engineering the Software to prevent unauthorized penetration of or access to the data produced or utilized by the Software. For any breach of this warranty, Licensor at its expense shall, within fifteen (15) calendar days after receipt of notification of the breach, deliver Products to Licensee that are free of any virus. In the event Licensor is unable to deliver Products to Licensee that are free of any virus within (90) calendar days after receipt of notice of any breach of this warranty, UMMC shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee’s rights hereunder are in addition to any other rights Licensee may have.

7.7 Licensor will defend, indemnify, and hold Licensee harmless from any action or other proceeding brought against Licensee by a third party to the extent that it is based on a claim that (a) the use of any Software (other than Third Party Software) delivered under this Agreement infringes any U.S. copyright or U.S. patent or (b) the Software (other than Third Party Software) incorporates any misappropriated trade secrets. Licensor will pay costs and damages finally awarded against Licensee as a result thereof; provided, that Licensee (i) notifies Licensor of any such claim of which it has knowledge within fifteen (15) calendar days of becoming aware of same. If Licensee fails to provide Licensor with timely notice and Licensor has been prejudiced due to Licensee’s delay, then Licensor will be relieved of its obligations under this section; (ii)
provides Licensor with all reasonably requested cooperation, information and assistance, all at
Licensor's expense, and (iii) gives Licensor, to the extent authorized by Mississippi law, sole
authority to defend and settle the claim. Licensor will have no obligations under this article with
respect to claims resulting from: (a) Software modifications that were not performed by Licensor
or authorized by Licensor in writing; (b) custom interfaces, file conversions, or other programming
for which Licensor does not exclusively develop the specifications or instructions; or (c) use of
any Software in combination with products or services not provided by Licensor, if use of the
Software alone would not result in liability under this article. If a claim of infringement or
misappropriation for which Licensee is entitled to be indemnified under this article arises, Licensor
may, at its sole option and expense: (a) obtain for Licensee the right to continue using such
Software; (b) replace or modify such Software to avoid such a claim, provided that the replaced
or modified Software is substantially equivalent in functionality to the affected Software; or (c) take
possession of the affected Software and terminate Licensee's rights and Licensor's obligations
under this Agreement with respect to such Software. Upon any such termination, Licensor shall
refund to Licensee a prorated portion of the fees paid for that Software based upon a period of
depreciation equal to the license period, with depreciation deemed to have commenced on the
Corresponding Software installation date, if any, or the corresponding date of delivery.

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

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

7.10 If applicable under the given circumstances, Licensor represents and warrants that it will
ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq.
of the Mississippi Code Annotated (Supp2008), and will register and participate in the status
verification system for all newly hired employees. The term "employee" as used herein means
any person that is hired to perform work within the State of Mississippi. As used herein, "status
verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of
1996 that is operated by the United States Department of Homeland Security, also known as the
E-Verify Program, or any other successor electronic verification system replacing the E-Verify
Program. Licensor agrees to maintain records of such compliance and, upon request of the State
and approval of the Social Security Administration or Department of Homeland Security where
required, to provide a copy of each such verification to the State. Licensor further represents and
warrants that any person assigned to perform services hereunder meets the employment eligibility
requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees
that any breach of these warranties may subject Licensor to the following: (a) termination of this
Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years,
with notice of such cancellation/termination being made public, or (b) the loss of any license,
permit, certification or other document granted to Licensor by an agency, department or
governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both.
In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

7.11 Vulnerability Threat Assessment. From time to time consistent with commercially reasonable practices, Licensor will have an independent third party perform a vulnerability threat assessment at least annually to identify any issues with configuration of firewalls, web services, servers and other Application Hosting Services components that could result in access vulnerabilities, Licensor will take corrective actions to eliminate or minimize any identified vulnerabilities in accordance with commercially reasonable practices. Licensor will notify the Licensee of significant vulnerabilities that could impact the security of Licensee Content.

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

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

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

7.15 The warranties in this Agreement are in lieu of all other express warranties. Licensor does not warrant that the products or Services will yield any particular business or financial result or
that the Services will be performed without error or interruption. Licensee’s remedy for Licensor’s breach of any warranty will be the repair, replacement or re-performance by Licensor of the nonconforming product or Service and any other remedies set forth herein. If Licensor fails to deliver this remedy, then Licensee may pursue any other remedy that is otherwise permitted under this Agreement or available by law.

7.16 The Clinical Content (without regard to the media in which it is embodied or expressed) is provided on an "as-is" basis. With respect to a claim that the Clinical Content has proved materially defective in material or workmanship, Licensee shall provide Licensor with prompt written notice of the claim and an explanation of the circumstances of any such claim. Licensee’s remedy in the event of a material defect in the Clinical Content is expressly limited to the correction of such by Licensor at Licensor’s sole expense.

7.17 CERTAIN PRODUCTS AND SERVICES PROVIDED BY LICENSOR UTILIZE THE INTERNET. LICENSOR DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. LICENSOR DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM LICENSOR’S OR LICENSEE’S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT LICENSEE’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, LICENSOR DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM SUCH EVENTS.

ARTICLE 8 EMPLOYMENT STATUS

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

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

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

ARTICLE 9 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS
Licensor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or students will be asked to leave the premises and may be suspended from further work on the premises. All Licensor employees and subcontractors who will be working at such locations shall be covered by Licensor’s comprehensive general liability insurance policy.

ARTICLE 10 MODIFICATION OR RENEGOTIATION
This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS
11.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for this project. With respect to the Products and Services provided by Licensor under this Agreement, the Licensee is required to negotiate only with Licensor, as Licensor’s commitments are binding on all proposed contractors, third parties, and subcontractors.

11.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Licensor may assign this Agreement with written notice but without prior written consent to any affiliate of Licensor or to any entity resulting from the transfer of all or substantially all of Licensor’s assets or capital stock or from any other corporate reorganization. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties’ respective successors and assigns.

11.3 Licensor must obtain the written approval of UMMC before subcontracting this Agreement in its entirety. No such approval by UMMC of such subcontract shall be deemed in any way to provide for the incurrence of any obligation of UMMC in addition to the total fixed price agreed upon in this Agreement.

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

ARTICLE 12 AVAILABILITY OF FUNDS
It is expressly understood and agreed that the obligation of UMMC to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to UMMC for the payments or performance due under this Agreement, UMMC shall have the right, upon written notice to Licensor to immediately terminate this Agreement, in whole or in part, without damage, penalty, cost or expense to UMMC of any kind whatsoever, except for payment for work completed by Licensor and accepted by UMMC prior to termination. The effective date of termination shall be as specified in the notice of termination. UMMC shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 13 TERMINATION

13.1 In the event UMMC terminates this Agreement, Licensor shall receive just and equitable compensation for Services rendered by Licensor and accepted by UMMC prior to the termination.
ARTICLE 14 GOVERNING LAW
This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall the State be obligated to pay an attorney’s fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

ARTICLE 15 WAIVER
Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by either party, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of that party.

ARTICLE 16 SEVERABILITY
If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State’s purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 17 CAPTIONS
The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 18 THIRD PARTY ACTION NOTIFICATION
Licensor shall notify UMMC in writing within ten (10) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within ten (10) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or UMMC by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor’s performance under this Agreement. Failure of the Licensor to provide such written notice to UMMC shall be considered a material breach of this Agreement and UMMC may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 19 AUTHORITY TO CONTRACT
Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 20 NOTICE
Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent...
by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS’ address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensee’s address for notice is: Ellen Swager, Chief Information Officer, Applications, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Licensor’s address for notice is: Change HealthCare Technologies LLC, 5995 Windward Parkway, Alpharetta, Georgia 30005. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 21 RECORD RETENTION AND ACCESS TO RECORDS
Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor’s proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State’s or Licensor’s office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 22 INSURANCE
Licensor represents that it will maintain workers’ compensation insurance as prescribed by law which shall inure to the benefit of Licensor’s personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish UMHC with a certificate of conformity providing the aforementioned coverage.

ARTICLE 23 DISPUTES
Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensor and Licensee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be nonbinding, reduced to writing, and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement, and the decision or its findings will not constitute an admission or waiver on the part of either party. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 24 COMPLIANCE WITH LAWS
24.1 Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Licensor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.
24.2 Licensor represents and warrants that it will comply with the state’s data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, Licensor and Licensee shall, contemporaneous with the signing of this Agreement, enter into a Business Associate Agreement (attached hereto as Exhibit B) governing the preservation and safeguarding of protected health information as required by the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 25 CONFLICT OF INTEREST
Licensor shall notify UMMC of any potential conflict of interest resulting from the provision of services to other customers. If such conflict cannot be resolved to UMMC's satisfaction, UMMC reserves the right to terminate this Agreement.

ARTICLE 26 SOVEREIGN IMMUNITY
By entering into this Agreement with Licensor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 27 CONFIDENTIAL INFORMATION
27.1 Each party shall treat the other party's Confidential Information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party (except as required by law or as otherwise permitted in this Agreement) without specific written consent of the disclosing party. In the event that the receiving party receives notice that a third party requests divulgence of the other party's confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgence of such information, the receiving party shall promptly inform the other party and thereafter respond in conformity with such court order to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the parties and their agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the parties following any termination or completion of this Agreement.

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

ARTICLE 28 EFFECT OF SIGNATURE
Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of draftmanship or preparation hereof.

ARTICLE 29 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS
All Licensee Content collected by the Software shall be the property of Licensee. Licensor may use Licensee Content only in the performance of this Agreement, unless otherwise agreed upon between the parties. Licensee acknowledges that the Products shall remain the exclusive property of Licensor and are excluded from this Article.

ARTICLE 30 NON-SOLICITATION OF EMPLOYEES
Licensor agrees not to employ or to solicit for employment, directly or indirectly, any of UMMC’s employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by UMMC and the Licensor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government. In addition, Licensor may hire an employee of EMSH when the employee (a) answers a general advertisement, responds to the posting of positions on the Internet, or responds to any other general solicitation, (b) is referred by an employment agency that does not specifically target the employees of UMMC, or (c) approaches Licensor without being solicited by Licensor.

ARTICLE 31 ENTIRE AGREEMENT
31.1 This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any “shrink-wrap”, “click-wrap” or “browse-wrap” license of the Software.

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

A. This Agreement signed by the parties hereto;
B. Any exhibits attached to this Agreement;

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

ARTICLE 32 STATE PROPERTY
Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor’s use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

ARTICLE 33 SURVIVAL
Articles 7, 14, 18, 21, 27, 29, 30 and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 34 DEBARMENT AND SUSPENSION CERTIFICATION
Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 35 SPECIAL TERMS AND CONDITIONS
It is understood and agreed by the parties to this Agreement that there are no special terms and conditions except as specifically provided in this Agreement.

ARTICLE 36 STATUTORY AUTHORITY
By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of the Licensee's or Licensor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Licensee's funding source.

ARTICLE 37 COMPLIANCE WITH ENTERPRISE SECURITY POLICY
Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must allow Licensee to be and remain in compliance with the State of Mississippi's Enterprise Security Policy. Licensor agrees to base its internal policies on a known industry standard, such as the Health Information Trust Alliance (HITRUST) CSF. As the HITRUST CSF evolves to address more secure, robust solutions and practices, Licensor will update its policies to reflect the updated requirements.

ARTICLE 38 ADDITIONAL SECURITY REQUIREMENTS
Vendor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of data transmitted by UMMC to Vendor or data otherwise obtained by Vendor from or about UMMC ("UMMC Data"), (ii) protect against any anticipated threats or hazards to the security or integrity of UMMC Data, and (iii) protect against unauthorized access to or use of UMMC Data that could result in substantial harm or inconvenience to UMMC or any of its stakeholders. Vendor shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of UMMC Data while such information is in Vendor's possession or control and will ensure that such information is not processed in other
ways contradictory to privacy and/or data protection laws. Vendor will maintain sufficient procedures to detect and respond to security breaches involving UMMC Data and will inform UMMC when it confirms the unauthorized access, use, disclosure, modification, or destruction of UMMC Data, including an estimate of the activity’s effect on UMMC and the corrective action taken. At a minimum, Vendor’s safeguards for the protection of UMMC Data shall include: (i) limiting access to UMMC Data to authorized personnel of Vendor; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting UMMC data stored on any mobile media; (vii) encrypting UMMC Data transmitted over public or wireless networks; (viii) strictly segregating UMMC Data from information of Vendor or its other customers so that UMMC Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Vendor’s employees.

ARTICLE 39 COMPLIANCE WITH ENTERPRISE CLOUD AND OFFSITE HOSTING SECURITY

If applicable, Licensor and Licensee understand and agree that all products and services provided by the Licensor under this Agreement must allow Licensee to be and remain in compliance with the State of Mississippi’s Enterprise Cloud and Offsite Hosting Security Policy. Licensor agrees to base its internal policies on a known industry standard, such as the Health Information Trust Alliance (HITRUST) CSF. As the HITRUST CSF evolves to address more secure, robust solutions and practices, Licensor will update its policies to reflect the updated requirements.

ARTICLE 40 SOFTWARE SUPPORT AND MAINTENANCE

40.1 As part of the Software support and maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in the Licensor’s Proposal in response thereto. Licensor shall provide Licensee with Enhancements to the Software as they are made generally available from time to time. Notwithstanding any other provisions of this Agreement, Licensor shall provide support only with respect to the then-current generally available version of the Software.

40.2 Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Software Products twenty-four (24) hours a day, seven (7) days a week. Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems claimed by Licensee to be a mission critical process. Upon receipt of Licensee’s call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the Software problem in accordance with the procedures and processes for problem resolution detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, or 3 error.

40.3 Severity Level 1 implies that the Software is not functioning. Some examples of Severity Level 1 Software problems are as follows: (a) Software is down and will not restart; (b) Software is not able to communicate with external systems; and (c) Software is generating a data corruption condition. Licensor shall resolve Severity Level 1 Software Errors within one (1) business day, or
within a mutually agreed upon time frame. When a Severity Level 1 Software Error is reported, Licensor will assign resources necessary to correct the Software Error. If access to the Software is required, Licensee will provide a contact available to Licensor and access to Licensee’s system and other software for the duration of the error correction procedures.

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

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

ARTICLE 41 FORCE MAJEURE
Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “Force Majeure Events”). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

ARTICLE 42 LIABILITY Unless jointly agreed otherwise in writing, Licensor’s liability shall not exceed the total amount paid by Licensee to Licensor under this Agreement, including any amounts paid pursuant to amendments and change orders. In no event will Licensor be liable to Licensee for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Licensor was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Licensor which are unrelated to the performance of the Software, Clinical Content or ASP Services. The language contained herein tending to limit the liability of the Licensor will apply to Licensee to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Licensee is precluded from relying on any contractual damages limitation language within this Agreement where the Licensor acts fraudulently or in bad faith.

ARTICLE 43 TRANSPARENCY
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi’s accountability website at: https://www.transparency.ms.gov. Prior to ITS posting the
Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

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

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

By: ____________________________
   Authorized Signature

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

Change HealthCare Technologies, LLC

By: ____________________________
   Authorized Signature

Printed Name: ____________________________
Title: ____________________________
Date: ____________________________

University of Mississippi Medical Center

By: ____________________________
   Authorized Signature

Printed Name: LouAnn Woodward, M.D.
Title: Vice Chancellor for Health Affairs
Date: ____________________________
EXHIBIT A
PAYMENT SCHEDULE FOR LICENSE FEES

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LOCATIONS AND BEDS

Facility
University Hospitals and Clinics Holmes County
239 Bowling Green Road
Lexington, MS 39095

Attention: Terra Watkins, Manager of Batson Case Management
Telephone: (601)815-2840
E-Mail: twalkins2@umc.edu

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Software
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InterQual Learnin Basics 25/Beds
InterQual® Interrater Reliability Customization Utilit 25/Beds
InterQual® Interrater Reliability Standard Tests 25/Beds
InterQual® Review Mana er Non-Production 25/Beds
InterQual® Review Mana er SQL 25/Beds
InterQual® View included 25/Beds
InterQual® View SQL 25/Beds

Third Part
Oracle-JRE 25/Beds
Oracle OJDBC6 v11 Driver 25/Beds
Orion-S m honla HL7 Interface Enabler 25/Beds
SAP-Business Ob'ects C o'stal Reports—2008 Runtime 25/Beds
### Facility
University of Mississippi Medical Center Grenada  
960 Avent Drive  
Grenada, MS 38901

**Attention:** Terra Walkins, Manager of Batson Case Management  
**Telephone:** (601)815-2840  
**E-Mail:** twalkins2@umc.edu

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Facility
University of Mississippi Medical Center
2500 North State Street
Jackson, MS 39216

Attention: Terra Walkins, Manager of Balson Case Management
Telephone: (601)815-2840
E-Mail:

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<td>Medicare Procedures powered by InterQual®</td>
<td>685/Beds</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Software</th>
<th>Size/Type</th>
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<tbody>
<tr>
<td>InterQual Connect™ Medical Review Service (Core)</td>
<td>685/Beds</td>
</tr>
<tr>
<td>InterQual Learning Basics</td>
<td>685/Beds</td>
</tr>
<tr>
<td>InterQual® Interrate Reliability Customization Utility</td>
<td>685/Beds</td>
</tr>
<tr>
<td>InterQual® Interrate Reliability Standard Tests</td>
<td>685/Beds</td>
</tr>
<tr>
<td>InterQual® Review Manager (Non-Production)</td>
<td>685/Beds</td>
</tr>
<tr>
<td>InterQual® Review Manager (SQL)</td>
<td>685/Beds</td>
</tr>
<tr>
<td>InterQual® View (included)</td>
<td>685/Beds</td>
</tr>
<tr>
<td>InterQual® View (SQL)</td>
<td>685/Beds</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Third Party</th>
<th>Size/Type</th>
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<td>AMA CPT Codes IQ</td>
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<tr>
<td>Oracle-JRE</td>
<td>685/Beds</td>
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<tr>
<td>Oracle QJDBC6 (v11) Driver</td>
<td>685/Beds</td>
</tr>
<tr>
<td>Orion-Symphonia HL7 Interface Enabler</td>
<td>685/Beds</td>
</tr>
<tr>
<td>SAP-Business Objects Crystal Reports—2008 Runtime</td>
<td>685/Beds</td>
</tr>
</tbody>
</table>
EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Change Healthcare Operations, LLC, on behalf of its subsidiaries and affiliates ("Change Healthcare") and University of Mississippi Medical Center ("Customer") and is effective as of the latest date below ("Effective Date").

RECITALS

A. Change Healthcare and Customer are parties to an agreement or a series of agreements (the "Underlying Agreement") under which Change Healthcare provides certain products, software and/or services to Customer (the "Services").

B. In conjunction with the Services, Customer may make available to Change Healthcare, as a Business Associate of Customer, PHI (as defined below) of individuals.

C. The parties want to enter into this Agreement to set forth the terms and conditions with respect to the handling of PHI pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"); the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"); the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule"); and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), all as amended from time to time.

AGREEMENT

SECTION 1: DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Privacy Rule, Security Rule, and the Breach Notification Rule, which definitions are incorporated in this Agreement by reference.

"Electronic Protected Health Information" or "Electronic PHI" will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the Electronic PHI that Change Healthcare creates, receives, maintains, or transmits for or on behalf of Customer.

"Protected Health Information" or "PHI" will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the PHI created, received, maintained, or transmitted by Change Healthcare from or on behalf of Customer.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Change Healthcare may Use or Disclose PHI only as necessary to perform Services, or as otherwise expressly permitted in this Agreement or Required by Law, and will not further Use or Disclose such PHI.

2.2 Change Healthcare Management, Administration, and Legal Responsibilities. Change Healthcare may Use PHI for Change Healthcare's management and administration, or to carry out Change Healthcare's legal responsibilities. Change Healthcare may Disclose PHI to a third party for such purposes only if: (a) the Disclosure is Required by Law; or (b) Change Healthcare obtains reasonable assurances from the recipient that the recipient will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as Required by Law or for the purpose for which

Page 26 of 37

Change HealthCare Technologies, LLC-UMMC-45216-Sole Source(4220)-Software License & ASP
CCH Internal No. 17375
It was disclosed to the recipient; and (iii) notify Change Healthcare of any instances in which it is aware that the confidentiality of the information has been breached.

2.3 Data Aggregation. Change Healthcare may Use PHI to provide Data Aggregation services for the Health Care Operations of the Customer as permitted by 45 C.F.R. § 164.504(e)(2)(ii)(B).

2.4 De-identified Data. Change Healthcare may de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and may Use or Disclose such de-identified data unless prohibited by applicable law.

2.5 Customer Responsibilities. Except as expressly provided in the Underlying Agreement or this Agreement, Change Healthcare will not assume any obligations of Customer under the Privacy Rule. To the extent Change Healthcare is to carry out Customer’s obligations under the Privacy Rule, Change Healthcare will comply with the requirements of the Privacy Rule that apply to Customer’s compliance with such obligations.

SECTION 3: OBLIGATIONS OF CHANGE HEALTHCARE

3.1 Appropriate Safeguards. Change Healthcare will implement and maintain appropriate administrative, physical, and technical safeguards to comply with the Security Rule with respect to Electronic PHI to prevent Use or Disclosure of such information other than as provided for by the Underlying Agreement and this Agreement.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. Change Healthcare will report to Customer any Use or Disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in no event more than fifteen (15) business days following Discovery; provided, however, that the parties acknowledge and agree that this Section constitutes notice by Change Healthcare to Customer of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents. “Unsuccessful Security Incidents” will include, but not be limited to, pings and other broadcast attacks on Change Healthcare’s firewall, port scans, unsuccessful log-on attempts, denial of service and any combination of the above, so long as no such incident results in unauthorized access to, Use or Disclosure of PHI. Change Healthcare’s notification to Customer of a Breach will comply with the requirements set forth in 45 C.F.R. § 164.404.

3.3 Change Healthcare’s Subcontractors. If any Subcontractor of Change Healthcare creates, receives, maintains, or transmits PHI on behalf of Change Healthcare for the Services provided to Customer, Change Healthcare agrees to enter into an agreement with such Subcontractor that contains substantially the same restrictions and conditions on the Use and Disclosure of PHI as contained in this Agreement.

3.4 Access to PHI. To the extent Change Healthcare agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Customer, Change Healthcare will make such PHI available to Customer within fifteen (15) business days of Change Healthcare’s receipt of a written request from Customer. Customer shall solely be responsible for: (a) making all determinations regarding the grant or denial of an individual’s request for PHI contained in a Designated Record Set, and Business Associate will make no such determinations; and (b) releasing PHI contained in such a Designated Record Set to such individual pursuant to such a request; and (c) all costs and liabilities associated therewith.
3.5 **Amendment of PHI.** To the extent Change Healthcare agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Customer, Change Healthcare agrees to make such information available to Customer for amendment within twenty (20) business days of Change Healthcare’s receipt of a written request from Customer.

3.6 **Accounting of Disclosures.** Change Healthcare will provide to Customer, within thirty (30) business days of Change Healthcare’s receipt of a written request from Customer, an accounting of Disclosures of PHI as is required to permit Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.7 **Governmental Access to Records.** Change Healthcare will make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule, the Security Rule, or the Breach Notification Rule.

3.8 **Mitigation.** To the extent practicable, Change Healthcare will cooperate with Customer’s efforts to mitigate a harmful effect that is known to Change Healthcare of a Use or Disclosure of PHI by Change Healthcare that is not permitted by this Agreement.

3.9 **Minimum Necessary.** To the extent required by the “minimum necessary” requirements under HIPAA, Change Healthcare will only request, Use, and Disclose the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure.

**SECTION 4: CUSTOMER OBLIGATIONS**

Customer will notify Change Healthcare fifteen (15) business days, if practicable, prior to the effective date of: (a) any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520; (b) any changes in, or revocation of, permission by an Individual to Use or Disclose PHI; or (c) any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. § 164.522. Customer will make such notification to the extent that such limitation, restriction, or change may affect Change Healthcare’s Use or Disclosure of PHI in connection with the Services, and, with respect to those changes described in (b) and (c) of this Section 4, Customer shall take all necessary measures to ensure that Change Healthcare shall not receive any PHI following the date of any changes in or revocation of such permission described in (b) or any restriction described in (c) and shall assume any liabilities associated therewith.

**SECTION 5: TERM AND TERMINATION**

5.1 **Term.** The term of this Agreement will commence as of the Effective Date and shall automatically terminate upon the termination of the Underlying Agreement.

5.2 **Termination for Cause.** Upon either party’s knowledge of a material breach by the other party of this Agreement, such party may terminate this Agreement immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching party detailing the nature of the breach and providing an opportunity to cure the breach within twenty (20) business days. Upon the expiration of such twenty (20) day cure period, the non-breaching party may terminate this Agreement. Termination under this section will terminate this Agreement solely as it applies to the Services giving rise to the material breach.
5.3 **Effect of Termination.**

5.3.A Except as provided in Section 5.3.2, upon termination of this Agreement for any reason, Change Healthcare will return or destroy all PHI that Change Healthcare or its Subcontractor maintain in any form or format, at Customer’s expense.

5.3.B If Change Healthcare believes that returning or destroying PHI upon termination of this Agreement for any reason is infeasible, Change Healthcare will: (a) extend the protections of this Agreement to such PHI; and (b) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Change Healthcare maintains such PHI.

5.3.C The respective rights and obligations of Change Healthcare under Section 5.3 of this Agreement will survive the termination of this Agreement.

**SECTION 6: COST REIMBURSEMENT**

6.1 **Cost Reimbursement.** In the event of a Breach caused solely by Change Healthcare or its employees or subcontractors and the Privacy Rule and Security Rule require notice to individuals pursuant to 45 C.F.R. §§ 64.404 and 164.406, Change Healthcare agrees to reimburse Customer for the reasonable and substantiated costs related to the following: providing notifications to affected individuals, the media, or the Secretary, providing credit monitoring services to the affected individuals, if appropriate, for up to one (1) year, any fines and penalties assessed against Customer directly attributable to a Breach by Change Healthcare or its employees or subcontractors, investigation costs, and mitigation efforts required under the Privacy Rule or Security Rule.

6.2 **CHANGE HEALTHCARE’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT IS EXPRESSLY SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THE UNDERLYING AGREEMENT GOVERNING THE APPLICABLE SERVICE OR PRODUCT.**

**SECTION 7: COOPERATION IN INVESTIGATIONS**

The parties acknowledge that certain breaches or violations of this Agreement may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each party will 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.

**SECTION 8: COMPLIANCE WITH LAW**

The parties are required to comply with federal and state laws regarding the protection of PHI as defined by HIPAA. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon non-financial terms to amend this Agreement.

**SECTION 9: GENERAL**

9.1 **Construction of Terms.** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Rule, the Security Rule, or the Breach Notification Rule issued by HHS.
9.2 **Assignment.** Neither Customer nor Change Healthcare may assign this Agreement without prior written consent from the other party, which will not be unreasonably withheld; provided, however, either party may assign this Agreement to the extent that they are permitted to assign the Underlying Agreement. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Customer and Change Healthcare.

9.3 **Incorporation into Underlying Agreement.** This Agreement will be considered an attachment to the Underlying Agreement and is incorporated as though fully set forth within the Underlying Agreement. This Agreement will govern in the event of conflict or inconsistency with any provision of the Underlying Agreement.

9.4 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.

Each signatory represents and warrants that it is duly authorized to sign, execute, and deliver this Agreement on behalf of the party it represents.

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**Change Healthcare Operations, LLC**

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**University of Mississippi Medical Center**

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<table>
<thead>
<tr>
<th>Name</th>
<th>Vic President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>2-28-20</td>
</tr>
<tr>
<td>Date</td>
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</tbody>
</table>

Signed

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<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

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EXHIBIT C
DECISION MANAGEMENT TERMS FOR INTERQUAL PRODUCTS

INTERQUAL INTERRATER RELIABILITY LICENSE RESTRICTION
Licensee may not use the InterQual Interrater Reliability Suite to prepare tests unrelated to the Clinical Content.

INTERQUAL HISTORICAL CRITERIA
Historical versions of Clinical Content are no longer in production and are not deemed to be one of the two most current versions ("InterQual Historical Criteria"). Customer may (i) use the InterQual Historical Criteria solely in the performance of retrospective reviews and (ii) use only the relevant Clinical Content for the applicable Clinical Content year the care was rendered. Licensor has no further obligations or liabilities whatsoever with regard to the InterQual Historical Criteria.

INTERQUAL CONNECT
The following terms apply to the MRS Core, Clinical Content, and corresponding ASP Services, for purposes of this Amendment includes the MRS Core:

a. **ASP Software.** MRS Core is ASP Software and will not be installed at Customer's Facility(ies) or Data Center(s).

b. **Customer Data.** To the extent permitted by law, and by the confidentiality provisions of the Agreement, Change Healthcare may use Customer data provided by using MRS Core for product development and improvement, internal monitoring, and benchmarking.

c. **Data Aggregation and De-Identification.** Notwithstanding anything to the contrary in the Business Associate Agreement between the parties, Customer authorizes Change Healthcare to (a) de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and to Use or Disclose such de-identified data unless prohibited by applicable law; and (b) Use PHI to provide Data Aggregation services for the Health Care Operations of the Customer as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

Product Integrations and Interfaces.

a. Customer may not install any interface and/or integration to the Software without the prior written consent of Change Healthcare, not to be unreasonably withheld. Only Interfaces or Integrations, including Customer-developed Integrations or third-party integrations, that have been approved by CHC in writing may be used in conjunction with Products and Services. Customer is solely responsible for securing the installation, support, and maintenance of any interface and/or integration. ALL SUCH INTERFACE OR INTEGRATION PRODUCTS AND SERVICES ARE NOT PROVIDED BY CHC AND ARE EXPRESSLY EXCLUDED FROM WARRANTIES PROVIDED BY CHC UNDER THE MA OR THIS AMENDMENT.

b. To the extent Customer is permitted to develop an interface or integration for use in conjunction with Products and Services, Customer will develop such integration in accordance with specification guidelines or other Documentation as provided by CHC, and such interface or integration will be subject to CHC's then-current integration validation process.
EXHIBIT D
InterQual Connect Migration Terms

1. **InterQual Connect Migration.** During the term of the Agreement, Licensee will migrate from InterQual® Review Manager [Non-Production, SQL] Software ("Review Manager") to the InterQual Connect™ - Medical Review Service (Core) Software ("MRS Core") pursuant to the following terms:

1.1. **Definitions.**

1.1.1. "Core Migration Period" means the period commencing on the date this Agreement is signed and ending on the first date of Productive Use of MRS Core (the "Core Migration End Date").

1.2. **Continued Use of Review Manager.** During the Core Migration Period, Licensee has the right to continue using Review Manager under the terms and conditions of the Agreement. The license fees and payment terms for MRS Core during the Core Migration Period are included in the payment terms for Review Manager under this Agreement.

1.3. **Limited Use of MRS Core.** During the Core Migration Period, Licensee has a limited right to use and access MRS Core internally and solely as necessary for testing and implementation purposes. Licensee will not process live data in MRS Core during the Core Migration Period.

1.4. **On the Core Migration Period End Date:**

1.4.1. Licensee’s license and right to use Review Manager and any associated Third Party Software indicated in the Agreement and the right to receive support or other applicable Services related to such Software, is terminated at the Facilities set forth in Exhibit A of this Agreement.

1.4.2. Licensor grants Licensee a license to access and use MRS Core subject to the terms and conditions of this Agreement; and

1.4.3. The obligations upon termination or expiration and the archival access in the Agreement will apply with regard to Review Manager and related Clinical Content.
## EXHIBIT E

### IMPLEMENTATION, EDUCATION, and CONSULTING SERVICES

**InterQual Medical Review Services**

### 1.0 SERVICE PRICING (MHS16079-M)

<table>
<thead>
<tr>
<th>InterQual Services</th>
<th>Number of Participants</th>
<th>Fee (Year 1)</th>
<th>Fee (Years 2-3)</th>
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<tbody>
<tr>
<td><strong>InterQual Medical Review Service (Core)</strong></td>
<td>Material 74052995</td>
<td>$6,000.00</td>
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<td>Change Healthcare will provide support for Customer's internal migration from InterQual Review Manager (Integrated) to InterQual Medical Review Service (Core)</td>
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<tr>
<td>• Alliance Partner: Epic System Corporation's EpicCare Clinical Case Management</td>
<td></td>
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<tr>
<td>• Includes a single implementation instance</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>• User rollout consulting support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Facility provisioning</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>• Remote Project Management and Technical Support</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| ILS: Review Manager Reports                                                        | 2 sessions with up to 4 participants per session | $2,000.00 | n/a |
| • VILT - Review Manager Reports                                                   | Material: 75003577                                |           |     |

| ILS LOC: InterQual® (Acute)                                                        | Up to 6 participants | $1,350.00 | n/a |
| • VILT - LOC: InterQual Acute Criteria                                             | Material: 75005568    |           |     |

<p>| ILS CP: InterQual® (Procedures, Imaging)                                           | Up to 6 participants | $1,350.00 | n/a |
| • VILT - CP: InterQual® Ambulatory Care Planning Criteria                          | Material: 75005565    |           |     |</p>
<table>
<thead>
<tr>
<th>InterQual Services</th>
<th>Number of Participants</th>
<th>Fee (Year 1)</th>
<th>Fee (Years 2-3)</th>
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</thead>
<tbody>
<tr>
<td>ILS BH: InterQual® (Behavioral Health)</td>
<td>Up to 6 participants</td>
<td>$1,350.00</td>
<td>n/a</td>
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<tr>
<td>• VILT - BH: InterQual Behavioral Health Criteria</td>
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<tr>
<td>➢ Adult and Geriatric Psychiatry</td>
<td>Material: 75005562</td>
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<tr>
<td>➢ Behavioral Health Procedures</td>
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</tr>
<tr>
<td>ILS: InterQual® Retrospective Monitoring Criteria</td>
<td>Up to 6 participants</td>
<td>$1,350.00</td>
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<tr>
<td>• VILT - InterQual® Retrospective Monitoring Criteria</td>
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<tr>
<td>Material: 75005593</td>
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<tr>
<td>InterQual® IQCl Certification (IL/On-site)</td>
<td>1 session</td>
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<tr>
<td>IQCl covering the following criteria</td>
<td>3-6 participants</td>
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<tr>
<td>• Acute Care</td>
<td>Approximately 4.5 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Procedures</td>
<td>Material: 75002916</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Imaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• InterQual® Retrospective Monitoring Criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>InterQual® IQCl Certification (IL/On-site)</td>
<td>1 session</td>
<td>$7,000.00</td>
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<tr>
<td>IQCl covering the following criteria</td>
<td>3-6 participants</td>
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<tr>
<td>• Behavioral Health (Adult and Geriatric Psychiatry)</td>
<td>Approximately 2 days</td>
<td></td>
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<td>Material: 75002916</td>
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<tr>
<td>InterQual® IQCl Re-Certification (VILT/Virtual)</td>
<td>1 session annually</td>
<td>$12,250.00</td>
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<tr>
<td>IQCl Recertification covering the following criteria</td>
<td>3-6 participants per session</td>
<td></td>
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</tr>
<tr>
<td>• Acute Care</td>
<td>Approximately 3.5 days per session</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Procedures</td>
<td>Material: 75002924</td>
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<td></td>
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<tr>
<td>• Imaging</td>
<td></td>
<td></td>
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<tr>
<td>• InterQual® Retrospective Monitoring Criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Behavioral Health (Adult and Geriatric Psychiatry)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>InterQual Services</td>
<td>Number of Participants</td>
<td>Fee (Year 1)</td>
<td>Fee (Years 2-3)</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>------------------------</td>
<td>--------------</td>
<td>-----------------</td>
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<tr>
<td>InterQual® Interrater Reliability Set Up</td>
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<tr>
<td>Remote Services for the creation of Interrater Reliability sub accounts for applicable licensed criteria. Services include:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Conference call to review subaccount requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Set up sub accounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Verify settings and sub account set up with Customer</td>
<td></td>
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</tr>
<tr>
<td>InterQual® Interrater Reliability Maintenance</td>
<td>Material: 74012277</td>
<td>$500.00</td>
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</tr>
<tr>
<td>Remote Services for the maintenance of Interrater Reliability sub accounts for applicable licensed criteria. Services include:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Adding to or delete existing subaccounts from current structure or changing fundamental settings on subaccounts (allowing customization, blocking customization, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Up to three hours of support will be provided for each change request. Additional change requests will need to be purchased if hours exceed 3 hours.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Fixed Fee Total:** $37,150.00 $12,750.00

**Payment Terms - Services Fees**

- $37,150.00 due on the date this Agreement is signed.
- $12,750.00 due on September 25, 2020.
- $12,750.00 due on September 25, 2021.

*plus any applicable taxes

**ASSUMPTIONS**

1. Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Training Services ("Services Guide").
2. Services will be delivered remotely. If onsite support is required, the Service fees does exclude travel-related expenses incurred by Change Healthcare in providing Services identified. Customer would be responsible for all reasonable travel-related expenses incurred relating to the Services.
3. If Customer identifies a business or technical need that falls outside the scope of the Services, the Change Control Process will be invoked as per the Services Guide. Services will be billed at the rates as per the Services Guide.
4. The implementation timeline will be dependent upon the availability of required...
feature/functionality from the validated Alliance Partner identified in Table 1.

5. Customer will dedicate adequate corporate-level staff to implement, including an executive sponsor, business owner, project manager, and subject matter experts in clinical, business, claims, and technical areas.

6. Change Healthcare will support Customer with integration configurations including the Medical Review Services Application Program Interface configuration and Facility provisioning. Customer is responsible for User provisioning.

7. The Personal Health Information ("PHI") option defaults to off.

INTERQUAL EDUCATION ASSUMPTIONS

1. Customer will incur additional fees and training material costs for each additional participant beyond the agreed upon maximum number of participants identified herein and/or each participant attending New User shared session[s] when available and/or each additional instructor-led session requested beyond the Change Healthcare recommended number of session[s]. Customer will be billed separately for additional participants and/or sessions not covered.

2. Services are valid for twelve months from the date of execution.

3. Services will not be carried over from prior years.

4. Education includes all applicable self-paced education modules.

5. Applicable self-paced education modules should be completed prior to onsite and/or virtual session[s].

6. Customer acknowledges that Services will be provided only for licensed Facilities.

7. The Services fee does not include Change Healthcare travel-related expenses. Customer is responsible for all reasonable travel-related expenses as per the Services Guide.

SINGLE SIGN-ON ("SSO") PROJECT DELIVERABLES AND ASSUMPTIONS

1. Single Sign On Integration Services will be provided during the active implementation project. Change Healthcare will create organization and facilities internally that match the Customers requirement to allow for SSO communication to match to a Change Healthcare entity. If required, Customer may need to purchase a Class 2 Certificate for SSO. SSO Services include:
   a. The SSO Software is configured to act in the Service Provider ("SP") role to enable the SSO use case.
   b. Customer will be responsible for program development to accommodate the SSO requirements.
   c. Review SSO functionality and assist Customer with configuration of SSO software to meet requirements based on SSO functionality capabilities.
   d. Assist with SSO validation and testing.
   e. Change Healthcare will provide technical consulting support during the SSO integration which will provide access to InterQual Connect via an authentication token.

OUT OF SCOPE

1. System integrations outside those identified above.
2. Customer’s staff is responsible for rollout and will provide training to end users.
3. The project excludes updates to the Application Program Interface for passing of information for alternate or authorization identifiers. The Medical Review ID will be passed in the XML.
4. Configuration of payer catalog or business rules, as well as any InterQual Connect user interface, is out of scope for this project as those components are managed within the UM/CM system or the portal.
5. InterQual Customize education and consulting services.

**DEFINITIONS**

“Fixed Fee (“FF”)” means that the Services will be delivered by Change Healthcare at a set price considering the project scope and the time and resources necessary to complete the Services.

“ILT” means on-site instructor-led training at Customer’s site.

“New User” refers to staff that are new to the use of InterQual criteria

“VILT” means virtual instructor-led training. This method of delivering traditional classroom courses using the Internet and teleconferencing technologies whereby the instructor and students are at independent locations.
Blakeney,
Please have the attached Amendment signed, scanned, and Return to All to this e-mail. I will obtain the remaining required signature and return an original to you.

Thank you,
Cindy

Cindy Gosa
Technology Consultant
MS Department of Information Technology Services
601-432-8133 | www.its.ms.gov

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PROJECT NUMBER 45347
AMENDMENT #14 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 14") 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, October 31, 2019, and November 27, 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 14, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

UMMC desires OptumInsight to perform a Claims Manager (CM) version upgrade, upgrade Oracle on its test and production environments, and provide assistance and training for the conversion of uLog to Dynamic Data Driven Rules (DDR) as specified in the Implementation Scope of Services attached to this Amendment Number 14. It is expressly understood and agreed that in no event will the total compensation to be paid pursuant to this Amendment Number 14 exceed the specified sum of $33,500.00.

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: 3/23/2020

Optum360 Solutions, LLC

By: [Signature]

Printed Name: Scott Iverson
Title: [Title]
Date: 3/11/2020

University of Mississippi Medical Center

By: [Signature]

Printed Name: LouAnn Woodward M.D.
Title: Vice Chancellor for Health Affairs
Date: 3/17/2020
IMPLEMENTATION SCOPE OF SERVICES

This Services Schedule ("Schedule") is made effective as of March 1, 2019 ("Schedule Effective Date"), by and between University of Mississippi Medical Center ("Customer") and Optum360 Solutions, LLC ("Optum"), pursuant to the terms and conditions of the Master Services and License Agreement dated May 31, 2012 between the parties (the "Agreement") which has been assigned to Optum360 Solutions, LLC for the purposes of this Schedule. This Schedule is subject to the terms and conditions of the Agreement. Customer and Optum hereby agree as follows:

1. Description of Services. Optum will perform the following Services for Customer under this ISOS in a phased approach as outlined below (the "Services", which are included in the definition of Services in the Agreement):
   1.1. Perform a Claims Manager ("CM") version upgrade, going from version 5.3.1 to 5.4 and upgrade of Oracle from 11g to 12c on Customer’s test and production environments.
   1.2. Provide assistance and training for iLog to Dynamic Data Driven Rules ("DDR") conversion.

2. Scope of Project.
   2.1. In Scope. The following items are considered "In Scope" for the Project, and are deemed to be Services to the extent that Optum is allocated responsibility; provided, however, that such Services shall be provided to Customer through the joint efforts of Optum and Customer to the extent that Optum and Customer are jointly allocated responsibility; and provided further that items for which Customer is listed as the sole responsible party shall be solely provided and delivered by Customer, the provision of which shall be deemed to be "assumptions" under Section 6.

<table>
<thead>
<tr>
<th>In Scope</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establish Project management approach.</td>
<td>Optum/Customer</td>
</tr>
<tr>
<td>Weekly status calls</td>
<td></td>
</tr>
<tr>
<td>Project governance as defined in this Schedule</td>
<td></td>
</tr>
<tr>
<td>Day to day Project communications</td>
<td></td>
</tr>
<tr>
<td>Major milestone reviews</td>
<td></td>
</tr>
<tr>
<td>Analysis of the Software to understand existing system and custom rule configuration and provide applicable recommendations for conversion to DDR. Review new DDR system edits for additions to current rule set configurations.</td>
<td>Optum/Customer</td>
</tr>
<tr>
<td>Upgrade of the Software from version 5.3.1 to 5.4 and upgrade of Oracle on Customer’s test and production environments, including installation of latest released Service Packs, Cumulative Updates, and LCD data files at time of project kickoff.</td>
<td>Optum/Customer</td>
</tr>
<tr>
<td>Assist in conversion of up to 20 iLog custom and drop flag rules to DDR.</td>
<td>Optum/Customer</td>
</tr>
<tr>
<td>Provide 2 days of onsite training to cover DDR—including how to create DDR custom rules, and an overview of version changes related to CM 5.4.</td>
<td>Optum/Customer</td>
</tr>
<tr>
<td>Acceptance testing of product functionality through the interface to ensure accuracy, validity and reliability.</td>
<td>Customer</td>
</tr>
<tr>
<td>Deployment in production of the host system/Software and interface (&quot;Go Live&quot;).</td>
<td>Optum/Customer</td>
</tr>
<tr>
<td>Transition Customer to Optum Support 14 days after Go Live.</td>
<td>Optum/Customer</td>
</tr>
</tbody>
</table>
11 Out of Scope. Anything not defined as in Scope will be considered "Out of Scope" for the Project, including, without limitation, the following:

<table>
<thead>
<tr>
<th>Out of Scope</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custom Reporting</td>
<td>Standard reports exist within the Software. Custom reports require additional scoping and may be requested through Customer's product consultant. Additional services schedule is required.</td>
</tr>
<tr>
<td>Custom Interface</td>
<td>Optum does provide this service, but additional scoping/fees are required.</td>
</tr>
<tr>
<td>Customization to the Software</td>
<td>Optum only creates customizations to the Software through a development life-cycle. Enhancement requests are received from Customer and sent to the project team to evaluate and consider induction into the Software. The Software is configurable by Customer, but not customizable on a client-by-client basis.</td>
</tr>
<tr>
<td>Holiday Support</td>
<td>Implementation Services are not performed on Optum corporate holidays.</td>
</tr>
</tbody>
</table>

3. Implementation Phases. The Project phases are groupings of activities and tasks that are performed to complete Project deliverables. The Project phases and their descriptions are outlined in the following table. Timeframes will be determined by the parties based upon the tasks identified within the Project Plan and availability of resources for both Optum and Customer.

<table>
<thead>
<tr>
<th>Project Phases</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiate</td>
<td>Provide hardware questionnaire</td>
</tr>
<tr>
<td></td>
<td>Complete system evaluation</td>
</tr>
<tr>
<td></td>
<td>Complete hardware recommendation</td>
</tr>
<tr>
<td></td>
<td>Implementation resources assigned</td>
</tr>
<tr>
<td></td>
<td>Develop draft: Project Plan</td>
</tr>
<tr>
<td></td>
<td>Send Implementation documents to Customer</td>
</tr>
<tr>
<td>Plan</td>
<td>Hold kickoff meeting</td>
</tr>
<tr>
<td></td>
<td>Approval of Project Plan</td>
</tr>
<tr>
<td></td>
<td>Analyze the current Software configuration</td>
</tr>
<tr>
<td></td>
<td>Review and document technical setup</td>
</tr>
<tr>
<td></td>
<td>Review configuration requirements</td>
</tr>
<tr>
<td></td>
<td>Review decisions on the Software configuration, conversion to DDR plan, and flag settings</td>
</tr>
<tr>
<td></td>
<td>Establish remote connectivity</td>
</tr>
<tr>
<td>Execute</td>
<td>Build hardware infrastructure</td>
</tr>
<tr>
<td></td>
<td>Upgrade and unit test the Software database and application</td>
</tr>
<tr>
<td></td>
<td>Install/Configure and unit test interface</td>
</tr>
<tr>
<td></td>
<td>Complete the Software configuration and DDR conversion in preparation for testing</td>
</tr>
<tr>
<td></td>
<td>Create a test plan</td>
</tr>
<tr>
<td></td>
<td>Conduct Acceptance Testing</td>
</tr>
<tr>
<td></td>
<td>Conduct training and version overview</td>
</tr>
<tr>
<td>Deploy</td>
<td>Complete Go Live checklist</td>
</tr>
<tr>
<td></td>
<td>Send production claims to the Software (Go Live)</td>
</tr>
<tr>
<td></td>
<td>Monitor production activities</td>
</tr>
<tr>
<td>Close</td>
<td>Transition Customer to support</td>
</tr>
</tbody>
</table>
*Note: Activities within implementation phases could occur in parallel.*

4. **Customer Obligations.** Customer shall:

(a) As needed, have appropriate licenses to use Microsoft SQL Server or Oracle by subleasing through Optum or obtaining directly.
(b) Provide Optum with remote access to its servers.
(c) Provide a stable, dedicated practice management system test environment to conduct Software integration testing.
(d) Be responsible for ensuring that host system data is correct. Any cleansing or reformating of such data is the responsibility of Customer.
(e) Ensure that the practice management system/interface resources will be available for the installation of the Software.
(f) Ensure that training participants have an appropriate knowledge of CPT” and ICD coding, or coding and reimbursement.
(g) Provide sufficient access to Customer business domain resources necessary to accomplish major milestones during the implementation of the Software.

5. **Responsibilities and Resources.** This section outlines the key roles and groups that will be required for the successful completion of the Project. Individuals are identified and their responsibilities are documented.

5.1 **Project Team.** The Project Team is composed of Customer and Optum personnel who will work on the Project on a full- or part-time basis.

<table>
<thead>
<tr>
<th>Customer Role</th>
<th>Key Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Sponsor / Business Owner</td>
<td>• Reviews project status frequently and monitors progress</td>
</tr>
<tr>
<td></td>
<td>• Provides high level direction and issue resolution to the project team (the executive sponsor is the escalation point for the project managers)</td>
</tr>
<tr>
<td></td>
<td>• Approves project changes</td>
</tr>
<tr>
<td>Project Manager</td>
<td>• Organizes Project Team resources to complete Project tasks and deliverables</td>
</tr>
<tr>
<td></td>
<td>• Coordinates day-to-day Project activity</td>
</tr>
<tr>
<td></td>
<td>• Serves as a liaison between the business owners/sponsors, Project Team and Optum</td>
</tr>
<tr>
<td></td>
<td>• Prepares the detailed schedule and Project Plan in conjunction with the Optum Project Manager</td>
</tr>
<tr>
<td></td>
<td>• Manages the Project budget</td>
</tr>
<tr>
<td></td>
<td>• Resolves Project Issues</td>
</tr>
<tr>
<td>Claims Processing/Reimbursement Policy</td>
<td>• Identifies claims processing requirements based on knowledge of current claims submission process</td>
</tr>
<tr>
<td>Subject Matter Experts</td>
<td>• Possesses knowledge of coding guidelines</td>
</tr>
<tr>
<td></td>
<td>• Identifies reimbursement policy requirements</td>
</tr>
<tr>
<td></td>
<td>• Reviews test results for accuracy and acceptance</td>
</tr>
<tr>
<td>Technical Resources</td>
<td>• Installs, tests, and maintains the interface between the host system and the Software</td>
</tr>
<tr>
<td></td>
<td>• Converts host practice management system claims data to required formats for loading into the Software if necessary</td>
</tr>
<tr>
<td></td>
<td>• Establishes appropriate system access capabilities for project team and end users</td>
</tr>
<tr>
<td>Customer Role</td>
<td>Key Responsibilities</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Quality Assurance Resources</td>
<td>• Creates the test plan, claim scenarios, or test cases in the host system that shall be used to conduct round-trip testing between the host system and the Software</td>
</tr>
<tr>
<td></td>
<td>• Executes all claim scenarios or test cases</td>
</tr>
<tr>
<td></td>
<td>• Validates that the integrated system conforms to specifications and is ready for productive use</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Optum Team Role</th>
<th>Key Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Manager</td>
<td>• Manages the Customer relationship at the mid-management levels</td>
</tr>
<tr>
<td></td>
<td>• Is the initial escalation point for Customer and the Optum Project Manager</td>
</tr>
<tr>
<td>Executive Sponsor / Business Owner</td>
<td>• Is the escalation point for Customer and the Optum Project Manager. If an issue is not resolved with Account Manager</td>
</tr>
<tr>
<td></td>
<td>• Has sign-off authority on Project change requests</td>
</tr>
<tr>
<td>Project Manager</td>
<td>• Manages all aspects of the Project including schedule, scope, budget</td>
</tr>
<tr>
<td></td>
<td>• Coordinates all activities of Optum resources to ensure completion of deliverables</td>
</tr>
<tr>
<td></td>
<td>• Manages change control when needed</td>
</tr>
<tr>
<td></td>
<td>• Schedules and hosts Project status meetings</td>
</tr>
<tr>
<td></td>
<td>• Acts as the primary point of contact for Optum for the Project</td>
</tr>
<tr>
<td>Product Consultant</td>
<td>• Detailed knowledge regarding the Software editing capabilities and functionality</td>
</tr>
<tr>
<td></td>
<td>• Configures the Software application</td>
</tr>
<tr>
<td></td>
<td>• Troubleshoots Software editing results from testing cycles</td>
</tr>
<tr>
<td>Technical Consultant</td>
<td>• Installs and configures the Software</td>
</tr>
<tr>
<td></td>
<td>• Troubleshoots Software issues throughout the implementation lifecycle</td>
</tr>
</tbody>
</table>

6. Assumptions. The following assumptions and constraints have been identified and agreed to by both Optum and Customer. If any of these assumptions prove to be incorrect or no longer accurate, the parties will agree on appropriate changes to this Schedule and resulting fees:

(a) Standard Software support provided by Optum does not include additional facilities or systems not defined in the Schedule, interface programming, working on other Optum product offerings, or software modification to the Software. These services may be available as additional service offerings.

(b) Major upgrades to the host system will not be occurring concurrent with the implementation of the Software.

(c) Training sessions are subject to a maximum of eight participants. Sessions that exceed eight participants will require an additional instructor onsite and additional billable costs.

(d) Business processes may need to change to receive the full ROI potential. Customer assumes full responsibility for implementing any such changes.

(e) Customer has deliverables that are dependencies for Optum to meet its timelines and deliverables. Delays or issues with these deliverables may have an impact on the Project cost.

(f) Optum Project Manager will collaborate with Customer Project Manager on Project Plan maintenance, issues log, and development and distribution of weekly meeting agenda and action items.

(g) Any delay past original mutually committed go-live date may also impact resource availability.

(h) Updates to Claims Manager Production and Test environments may require a downtime. Estimated downtime to be communicated to Customer in advance.

(i) Optum Project Team will be available to support the implementation during normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. Mountain Time.
7. Fees and Payment Terms:

7.1 Fees. Customer shall pay Optum $33,500 for the Services as set forth herein. Customer understands that delays caused in scheduling meetings, changes in the objectives or scope of the Services, and/or new information acquired during the course of the Services may impact Optum's ability to deliver the Services within the fee set forth above. If either Customer or Optum becomes aware of circumstances that are likely to lead to a change in the fee for Services, the change order process described below will be promptly initiated and the parties will negotiate a mutually acceptable change order modifying the description of the Services and/or the fee.

7.2 Billing. Optum shall invoice Customer as set forth below. Customer agrees to pay Optum within thirty (30) days of the date of each invoice. Should any invoice go ninety (90) days past due, all work associated with the services would cease until payment is fully received.

- $16,750 at completion of kickoff
- $16,750 on the earlier of (a) completion of Go Live or (b) twelve (12) weeks after the Effective Date

8. Timeframe. The kickoff date will be scheduled as mutually agreed upon by the parties. The timeframe for the Services is approximately twelve (12) weeks from the kickoff date (the "Timeframe"). Customer understands that delays caused in scheduling meetings, changes in the objectives or scope of the Services, and/or new information acquired during the course of the Services may impact Optum's ability to deliver the Services within the fee set forth above.


9.1 Project Plan. The Project Plan will be utilized to manage the completion of tasks and deliverables on specified dates by assigned resources. Planning and managing the Project will be carried out by the Project managers. The Project Plan is managed using Microsoft-based project planning tools including Project and Excel.

9.2 Change Requests. A Change Request is a document containing a call for an adjustment to the scope, schedule and/or budget of the Project. Either Optum or Customer may initiate a change of scope request in writing to the other party, which specifies the description of the proposed change. The impact on costs, staffing, workloads and schedule will be evaluated and documented by Optum and provided to Customer. The signatures of Customer and Optum on the change of scope request will confirm approval of the request. Optum will not commence work on the change request without approval in writing by Customer.

10. Term and Termination. This schedule is effective as of the Effective Date and shall continue until completion of, and full payment for, the Services unless earlier terminated pursuant to this Schedule or pursuant to the Agreement.
PROJECT #39789
MASTER SERVICES AND LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This Master Services and License Agreement (hereinafter referred to as "Agreement") is entered into by and between OptumInsight, Inc. ("OptumInsight"), a Delaware corporation having its principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota 55344, and the Mississippi Department of Information Technology Services ("ITS") having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211, as contracting agent for the University of Mississippi Medical Center, ("Customer" and/or "UMMC") located at 2500 North State Street, Jackson, Mississippi 39216. ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, Customer, pursuant to Request for Proposals ("RFP") Number 1150 and 1151 requested proposals for the acquisition of a contractor to provide a claim scrubbing software application and a claims manager clearinghouse service; and

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

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

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


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

(a) "Affiliate" shall mean a company, which controls, is controlled by or is under common control with a party to this Agreement. For the purpose of this Section, "control" shall mean majority ownership.
(b) "Agreement" shall mean this Master Services and License Agreement, the Networkes 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.
(j) “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 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, transfer or lease the Software or Data Products to any person or entity that is not a party to this Agreement or an Affiliate of Customer, or use the Software or Data Products to provide service bureau or similar services to third parties (unless expressly permitted on a Schedule); or (iii) attempt to reverse engineer or otherwise obtain copies of the source code for the Software or the identity of individual patients or members, Data Sources, persons, payers, or providers reflected in any Data Products.

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

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

2. Customer's Responsibilities.

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

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

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

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

3. Prices and Payment.
3. 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 interruption 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 warrants only that the Data Products contain an accurate copy of the information that was delivered to OptumInsight. These warranties are void if Customer modifies the Software or the Data Products, Customer uses the Software or Data Products in any manner that is not allowed under this Agreement, or Customer allows unauthorized persons to use the Software or Data Products.

4.3 OptumInsight represents and warrants to Customer that:

(a) The Software and the Data Products and any medium by which they are delivered to Customer do not contain any virus or any other contaminant or disabling devices. For any breach of this warranty, OptumInsight at its expense shall, within five (5) business days after receipt of notification of the breach, deliver Software and Data Products to Customer that are free of any virus, and shall be responsible for...
 repairing, at OptumInsight's expense, any and all damage done by the virus to Customer's site. This Section does not apply to disabling code used to terminate an evaluation or trial period for Software or Data Products.

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

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

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

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

5. HIPAA Compliance.

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

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

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

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

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

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

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

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

8. Term and Termination; Dispute Resolution.

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

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

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

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

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

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

(a) If the other party (i) applies for or consents to the appointment of a receiver, trustee, custodian, or liquidator because of its inability to pay its debts as they mature, (ii) makes a general assignment for the benefit of creditors, (iii) becomes adjudicated as bankrupt or insolvent or becomes the subject of an order for relief under Title 11 of the United States Code; (iv) files a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under such law; or (v) suffers the filing against it of an involuntary petition seeking relief under Title 11 of the United States Code, and any such action remains unremedied for ninety (90) consecutive days; or
(b) If an order, judgment or decree is entered, without the application, approval or consent of the other party, by any court of competent jurisdiction, approving a petition seeking reorganization or appointing a receiver of such company or substantially all of the assets of such company, and such order, judgment or decrees 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...
technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restriction of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense procurements and the limited rights of restrictions of FAR 52.227-14 and/or subject to the restricted rights provisions of FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

10. General.

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

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

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

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

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

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

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

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

10.7 Notices: Any notices permitted or required under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier service with signed receipt, addressed to

OptumInsight-UMMC-39789-1150&1151-May2012-Master Services & License Agreement
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,
only 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,
prejudgment 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 do not
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 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 ensure 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.

Page 12 of 35
OptumInsight-UMMC-39789-1150&1151-May2012-Master Services & License Agreement
25. **Change Order Rate and Procedure:**

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

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

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

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

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

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

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

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

By: Craig P. Orgeron, Ph.D.
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.

1. 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
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
CLAIMSMANAGER SaaS TERMS

1. Access.

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

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

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

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

3.1 Customer Support Services. OptumInsight shall provide to Customer:

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

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

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

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

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

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

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

4. OptumInsight shall be responsible for the following:

A. All content provided by the Customer and collected by the Software shall remain the sole and exclusive property of the Customer. Upon the termination or expiration of the Agreement, OptumInsight shall, at OptumInsight’s then current fees, provide such content in its possession to the Customer pursuant to a mutually agreed upon release schedule and mutually agreed data format.

B. Working with Customer to achieve access rates that meet Customer’s needs;

C. Providing security for the site that is agreeable to Customer with OptumInsight responsible for all necessary equipment and software related to security;

D. Completing daily backups of the site;

E. Notifying Customer at least seven (7) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption. When necessary, emergency maintenance may require the interruption of service with less than seven (7) business days notice;

F. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at OptumInsight's expense;

G. Participating with Customer in Customer's disaster recovery planning and testing based on a mutually agreed upon schedule;
H. Maintaining the confidentiality of the data entered;
I. Providing redundant internet connections;
J. Providing Dual T1 or greater connectivity;
K. Providing FTP and remote configuration access;
L. Providing SSL secure server support;
M. Making available to Customer monthly reports containing line utilization, site availability statistics, network usage, security user access reports and system performance data to Customer, as needed to measure performance under Section 1.2 above, and other mutually agreed reports;
N. Maintaining sufficient bandwidth and server capacity to meet Customer's demand as it may fluctuate and increase during the term of this Agreement, and
O. Ensuring that upon termination or expiration of this Agreement that transition of the site from OptumInsight to Customer or to a successor host will be accomplished at Customer's expense.
### EXHIBIT B-2

**ClaimsManager Facility Implementation Scope of Services (ISOS")**

**Level 3**

### SCOPE

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

<table>
<thead>
<tr>
<th>Customer</th>
<th>Key Responsibilities</th>
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</tbody>
</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  
• Primary contact for Customer's project team |
<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</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the deliverables according to a realistic schedule</td>
<td></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</td>
<td>Interface Vendor / OptumInsight</td>
</tr>
<tr>
<td>Information</td>
<td></td>
<td>from ClaimsManager</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>Access to OptumInsight website for Knowledge Base updates, release information.</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Hardware Procured and</td>
<td>Build</td>
<td>Hardware procured based upon OptumInsight recommendations and available for</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Available for ClaimsManager</td>
<td></td>
<td>ClaimsManager installation</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</td>
<td>Customer/ OptumInsight</td>
</tr>
<tr>
<td>Completed for Testing</td>
<td></td>
<td>Customer with this task</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>3 days of custom rules training are delivered onsite</td>
<td>OptumInsight</td>
</tr>
<tr>
<td>Custom Rules Creation</td>
<td>Train</td>
<td>A test plan that identifies the phases, participants, objectives, methods, and owners</td>
<td>Customer</td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td>for all testing scenarios</td>
<td></td>
</tr>
<tr>
<td>Test Plan</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>System Testing</td>
<td>Test</td>
<td>The tested system is successfully deployed into production approximately 18 weeks after</td>
<td>Customer / OptumInsight</td>
</tr>
<tr>
<td>Promotion to Productive Use</td>
<td>Deploy</td>
<td>project start date</td>
<td></td>
</tr>
<tr>
<td>Support Overview</td>
<td>Deploy</td>
<td>Review support processes (clinical &amp; technical), engagement model, issue escalation</td>
<td>OptumInsight</td>
</tr>
</tbody>
</table>
Transition to Support

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

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

<table>
<thead>
<tr>
<th>Phase</th>
<th>Approx Timeline</th>
<th>Description</th>
</tr>
</thead>
</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 |

Note: Activities within implementation phases will be occurring in parallel.

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

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.

Major upgrades to the host practice management system will not be occurring concurrent with the implementation of ClaimsManager.

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.

When providing onsite implementation and training services, Customer will be responsible for coordinating the facilities.

Customer will reimburse OptumInsight team members for travel and out-of-pocket expenses to support onsite services.

Customer will be responsible for the initial customization during training and the ongoing maintenance and customization of ClaimsManager post training.

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.

Customer training participants will have the basic computer skills required to effectively operate a personal computer.

Training participants will have an appropriate knowledge of CPT™ and ICD coding, or coding and reimbursement.

Business processes may need to change to receive the full ROI potential. Customer assumes full responsibility for implementing those changes.

Sufficient access to Customer resources as necessary to accomplish major milestones during the implementation of ClaimsManager.

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.

Project timeline will be approximately 18 weeks from project start date.
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)(ii)(C); and/or (b) any Security Incident of which OptumInsight becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C).

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

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

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

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

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

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

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

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

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

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

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

3. RESPONSIBILITIES OF COVERED ENTITY. In addition to any other obligations set forth in the Agreement, including 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...
5. 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:**
a. Referral and Authorizations. Customer will pay a fee of $0.50 per electronic transaction basis for the 278 Referral and Authorization standard transaction under the HIPAA Admin Requirements.

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

  Additional pages: $0.20 per page  
  Note: Additional pages include multiple-page claims and the EOB for secondary and Accelerated Billing mailed claims.  
  Locally Printed: $0.25 per claim

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

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

e. Reconnection Fee: $ 50.00

f. Custom Development Fees: $ 150.00 per hour

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

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

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

7. Fees for Additional Services. Upon request and if mutually agreed, OptumInsight will provide to Customer additional services, at OptumInsight’s then current fees. At the time that such requested additional services are identified, OptumInsight and Customer will mutually agree upon the services under a separate Scope of Services.
8. CUSTOMER BILLING ADDRESS
504 Clinton Ctr Dr., Suite 4300
Clinton, MS 39056
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 Blum

Title: Pricing Director

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.
### File Name Monthly License Fee Per Named User for Year 1 Number of Named Users Total Monthly License Fee for Year 1 Total Annual Cost for Year 1

<table>
<thead>
<tr>
<th>File Name</th>
<th>Monthly License Fee Per Named User for Year 1</th>
<th>Number of Named Users</th>
<th>Total Monthly License Fee for Year 1</th>
<th>Total Annual Cost for Year 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>RevenueCyclePro.com</td>
<td>$45.60</td>
<td>35</td>
<td>$1,596.00</td>
<td>$19,152.00</td>
</tr>
<tr>
<td>Coders' Dictionary Add-on</td>
<td>$2.50</td>
<td>35</td>
<td>$87.50</td>
<td>$1,050.00</td>
</tr>
<tr>
<td><strong>Total Year 1 Fees:</strong></td>
<td><strong>$48.10</strong></td>
<td><strong>N/A</strong></td>
<td><strong>$1,683.50</strong></td>
<td><strong>$20,202.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>File Name</th>
<th>Monthly License Fee Per Named User for Year 2</th>
<th>Number of Named Users</th>
<th>Total Monthly License Fee for Year 2</th>
<th>Total Annual Cost for Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>RevenueCyclePro.com</td>
<td>$46.96</td>
<td>35</td>
<td>$1,643.60</td>
<td>$19,723.20</td>
</tr>
<tr>
<td>Coders' Dictionary Add-on</td>
<td>$2.50</td>
<td>35</td>
<td>$87.50</td>
<td>$1,050.00</td>
</tr>
<tr>
<td><strong>Total Year 2 Fees:</strong></td>
<td><strong>$49.46</strong></td>
<td><strong>N/A</strong></td>
<td><strong>$1,731.10</strong></td>
<td><strong>$20,773.20</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>File Name</th>
<th>Monthly License Fee Per Named User for Year 3</th>
<th>Number of Named Users</th>
<th>Total Monthly License Fee for Year 3</th>
<th>Total Annual Cost for Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>RevenueCyclePro.com</td>
<td>$48.37</td>
<td>35</td>
<td>$1,692.95</td>
<td>$20,315.40</td>
</tr>
<tr>
<td>Coders' Dictionary Add-on</td>
<td>$2.50</td>
<td>35</td>
<td>$87.50</td>
<td>$1,050.00</td>
</tr>
<tr>
<td><strong>Total Year 3 Fees:</strong></td>
<td><strong>$50.87</strong></td>
<td><strong>N/A</strong></td>
<td><strong>$1,780.45</strong></td>
<td><strong>$21,365.40</strong></td>
</tr>
</tbody>
</table>

**3 Year Grand Total:** $62,340.60

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

Page 1 of 7
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

OptumInsight, Inc.

By:  
Authorized Signature

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

Printed Name: Ben Goodman  
Title: CFO, Provider  
Date: 4/26/13
PRODUCT SCHEDULE
ASCII FILES LICENSE

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

I. Grant of License.

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

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

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

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

II. Fees and Payment Terms.

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

Page 3 of 7
OptumInsight, Inc.-UMMC-40834-1150 & 1151-Oct2013-Amendment# 2 to Master Services and License Agreement
<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Numbe</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$13.50</td>
<td>5,000</td>
<td>$67,500</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Year 1 Total Annual License Fees:</strong></td>
<td><strong>$77,500</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>File Name</th>
<th>Annual User License Fee</th>
<th>Numbe</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPT with RVUs Data File</td>
<td>$14.00</td>
<td>5,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Year 2 Total Annual License Fees:</strong></td>
<td><strong>$80,000</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<th>File Name</th>
<th>Annual User License Fee</th>
<th>Numbe</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>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Year 3 Total Annual License Fees:</strong></td>
<td><strong>$82,500</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

IV. **Term and Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

A. **EncoderPro Fees.**

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

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

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

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

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

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

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

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

By: [Signature]
Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 6/4/14

OptumInsight, Inc.

By: [Signature]
Printed Name: [Signature]
Title: [Title]
Date: 5/28/2014
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

Page 5 of 9

OptumInsight, Inc.-UMMC-41068-1150 & 1151-Jan2014-Amendment# 3 to Master Services and License
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...
Opium Transaction Testing Certifications, Standard Transaction Elements for which each customer's Submitted Transactions have been Opium Transaction Testing Certified, and the dates of Opium Transaction Testing Certification. Customer shall determine whether its Directory listing shall be accessible by third parties. Opium may remove any Opium Transaction Testing Certified Customer from the Directory, or alter any listing in the Directory, in the event Opium 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 Opium 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 Opium Transaction Testing Certification published in the Directory.

III. Customer's Obligations. All electronic files and data submitted to Opium for analysis will be representative of Customer's outbound Standard Transactions; all responses to the self-assessment questionnaires for inbound Opium Transaction Testing Certification shall be representative of Customer's inbound processing capabilities; and all responses to Opium'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 Opium in connection with Opium Transaction Testing Certification, (2) submit any Submitted Transactions that Customer is not fully authorized to submit to Opium, or (3) use Transaction Testing Classic, error reports or any Opium 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 Opium of Submitted Transactions that have achieved Opium Transaction Testing Certification. Customer shall immediately notify Opium 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 Opium 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 "Opium Transaction Testing Certified" subject to the limitations in this Schedule, including:

1. Customer shall not represent that it has been Opium Transaction Testing Certified with respect to any capabilities other than those specified in the Directory.
2. Customer shall not represent or imply that Opium 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 Opium 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 Opium Transaction Testing Certification or of this Schedule, Customer shall immediately cease to represent itself as "Opium 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 Opium 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 Opium Transaction Testing Certification in the Directory.

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

IV. Fees and Payment Terms.

A. Payment of Annual License Fees.

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

<table>
<thead>
<tr>
<th>Transaction Testing Classic Annual License Fees</th>
</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 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "UMMC")

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

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

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

<table>
<thead>
<tr>
<th>Service, Product or License</th>
<th>Exhibit or Amendment Number</th>
<th>OptumInsight Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Clearinghouse Services Product Schedule</td>
<td>Master Agreement, Exhibit A</td>
<td>41-1858498</td>
</tr>
<tr>
<td>Claims Manager Facility Services &amp; Customer Data for 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 (Claims Manager Upgrade)</td>
<td>Amendment #3, Exhibit E</td>
<td>41-1858498</td>
</tr>
<tr>
<td>Transaction Testing Classic Product Schedule</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Service, Product or License</th>
<th>Exhibit or Amendment Number</th>
<th>Optum360 Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>RevenueCyclePro.Com Schedule</td>
<td>Amendment #1</td>
<td>46-3326307</td>
</tr>
<tr>
<td>ASCII Files License Product Schedule</td>
<td>Amendment #2</td>
<td>46-3326307</td>
</tr>
<tr>
<td>EncoderPro.Com Product Schedule</td>
<td>Amendment #2</td>
<td>46-3326307</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: June 15, 2015

OptumInsight, Inc.

By: [Signature]
Printed Name: [Signature]
Title: SVP - General Manager
Date: June 15, 2015

Optum360, LLC

By: [Signature]
Printed Name: [Signature]
Title: SVP
Date: June 15, 2015
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 39216 (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: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 11/3/16

OptumInsight, Inc.

By: 
Authorized Signature

Printed Name: Thomas W. Baehring
Title: SVP & General Manager
Date: November 1, 2016
EXHIBIT E-1

OPTUM
TRANSACTION TESTING CLASSIC PRODUCT SCHEDULE

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

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

A. Transaction Testing Classic Service. Customer may use the Transaction Testing Classic Service to analyze each Standard Transaction set ("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 Service analyzes 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 Opum 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 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 Opum annual license fees set forth in the table below for use of the Transaction Testing Classic Service. The Year 1 license fee is due on the Effective Date and the license fee for each subsequent year is due annually thereafter on each anniversary of the Effective Date.

<table>
<thead>
<tr>
<th>Revised Pricing For Transaction Testing Classic Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,700.00</td>
</tr>
</tbody>
</table>

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

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

I. Software and Data Licenses

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

Claims Manager Professional Module. The Claims Manager Professional functionality facilitates analysis of claim coding and editing by providers of medical services. The module includes access to CPT codes, ICD codes, the Claims Edit System ("CES") KnowledgeBase, the National Correct Coding Initiative ("NCCI"), and National Medicaid Editing ("NME") rules (all of which shall be deemed to be "Data" under the Master Agreement). The CES KnowledgeBase contains proprietary professional claims editing rules and guidelines developed by Optum. The module includes a sublicense to use the CPT™ 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>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

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

2. **Installation Site.** Customer may install the Software only at the following location (the “Site”): 2500 North State Street, Jackson, MS 39216.

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

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

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

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

II. Customer's Requirements.

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

1. PC and server hardware, adequate associated peripherals, and software, which meet the specifications provided by Optum;
2. Ordinary maintenance for Customer’s equipment;
3. Registered Internet Protocol (“IP”) address and Internet browser software;
4. Customer personnel knowledgeable with Oracle;
5. System administrator to install and connect network equipment;
6. System administrator to send data to Optum, if applicable;
7. One Customer technical personnel to act as a liaison and work with Optum personnel;
8. All telecommunication lines and peripherals necessary to deploy the system;
9. Hardware on which the Software will be housed that meets the minimum configuration defined by Optum and dedicated to the Software; and
10. Hardware acquisition and maintenance and network hardware and software interfaces.

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. Optum shall provide to Customer the following support Services:

1. Help Desk. General support is provided during Optum’s normal business hours from 8:00 AM to 6:00 PM Central Time, Monday through Friday. Optum’s Customer Service Department shall provide to Customer emergency access to Optum’s technical personnel twenty-four (24) hours a day, seven (7) days a week. Optum’s response time to Customer calls shall vary, depending on the nature of the call.
2. **Product Incidents.** Customer may report incidents it is experiencing with the Software during normal business hours and, for any matter that Customer feels is an emergency situation, twenty-four (24) hours a day, seven (7) days a week. A product incident shall be given a severity level ("Severity Level") by Optum at the time an incident is reported. Optum staff shall make every effort to meet the following turnaround times on product incidents:

a. **Severity Level I.** A Severity Level I incident prevents Customer from utilizing the system in any significant way, and there is no 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 appropriately although a temporary workaround solution has been found, or any incident that significantly increases the level of effort required to use the system. It is Optum's goal to resolve such an incident or reduce it to Severity Level III with the next service pack release of the Software.

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

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

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

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

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

b. In the event that Customer acquires, becomes acquired by or merges with another entity, Customer shall pay Optum, at Optum's then-current rates, prorated fees for each licensed Software module on the next anniversary of the Effective Date based on Customer's new annual claim 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 Optum upon shipment of each licensed table. For each subsequent year of this Schedule, each subsequent year's Data Table license fees shall be due and payable on each anniversary of the Effective Date. Upon any renewal of this Schedule, Customer shall pay Optum an annual Data Table license fee at Optum's then-current rates.

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<td>$0</td>
</tr>
</tbody>
</table>

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

E. Additional Fees and Payment Terms.

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

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

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

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

V. Term and Termination

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

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

VI. Change Request Process. Changes in project scope, schedule or timeline for any Services under a SOS require a change request and may result in a new or revised SOS and associated fees. All requests to change project scope shall use the following procedure. Either Optum or Customer may initiate a change of scope request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule shall be documented by Optum. Optum may also specify the date before which Customer must respond to avoid uncontrolled impacts on the project plan. If the change of scope is approved by both parties, Optum shall revise the SOS and budget as needed and schedule the work to commence accordingly. The signatures of Customer, ITS and Optum on the change of scope request form shall confirm approval or rejection of the request. Optum shall not commence work on the change request without approval.
This document (hereinafter referred to as "Amendment Number 7") shall serve to amend the original Master Services and License Agreement executed on May 31, 2012, and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, and November 3, 2016 (hereinafter referred to as "Master Agreement").

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

2) In Amendment Number 5, UMMC procured a license for EncoderPro.com Standard software for thirty-five (35) Users for one (1) year concluding on October 31, 2016. UMMC desires to renew the license for the thirty-five (35) Users for three (3) additional years beginning November 1, 2016 and continuing through the close of business on October 31, 2019 at the pricing specified in the EncoderPro.com Standard Product Schedule attached to this Amendment Number 7.

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

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

By: ____________________________
Authorized Signature

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

OptumInsight, Inc.

By: ____________________________
Authorized Signature

Printed Name: Todd V. Gustin
Title: SVP & General Manager, Optum360
Date: 11/21/16

Optum360, LLC

By: ____________________________
Authorized Signature

Printed Name: Todd V. Gustin
Title: SVP & General Manager
Date: 11/21/16
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 Expert software for eighty-five (85) Users with said license concluding November 30, 2017. UMMC desires to amend Section I.C of the EncoderPro Expert Product Schedule to add 10 additional Users for a total of ninety-five (95) Users. As of the Effective Date of this Amendment Number 7, UMMC shall pay Optum a prorated license fee of $2,601.00 for the 10 additional Users of the EncoderPro Expert software.

I. License of EncoderPro Expert

A. EncoderPro Expert. Optum grants Customer the nonexclusive, nontransferable right to use the following EncoderPro Expert coding information look up service: EncoderPro Expert (the "Services", which is included in the definition of Services in the Agreement). EncoderPro Expert 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 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 embedded in the Service, even though the 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 the 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 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...
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 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.

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

Total Annual License Fees: $25,203.50 $25,707.00

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

I. License of EncoderPro.com Standard.

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

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

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

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

D. **User ID and Security.** Optum shall provide Customer with a User ID for each purchased user license to access the Services via the EncoderPro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user licensed User ID and to protect the Services from improper access. Each purchased user licensed User ID is personal to each purchased licensed user only and shall be disclosed only to Customer's employees and consultants who are authorized to access the Services and who agree to abide by the terms of this Schedule. It shall be the ongoing responsibility of Customer to administer User ID(s) for anyone to whom Customer has granted access to the Services, and to ensure that User ID(s) are revoked for persons who no longer require access to the Services or who are no longer employed by Customer. All fees incurred by persons to whom Customer has disclosed a User ID shall be Customer's sole responsibility.
E. Delivery and Updates. Optum shall make each component of the Services available to Customer as it becomes available for general release from Optum, via automatic updates to the Services. Individual code/Medicare data updates will be made available as data is received from the data sources and processed by Optum for the Services.

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

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

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

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<th>Product Name</th>
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<td></td>
<td></td>
<td>Total Annual License Fees:</td>
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IV. Term and Termination. This Schedule shall commence as of the Effective Date, and shall continue for three (3) years thereafter, unless earlier terminated pursuant to the Master Agreement.
### ASCII Files License

**Product Schedule**

Optum360, LLC ("Optum") and the State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule") with an Effective Date of December 1, 2016. The Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer, dated May 31, 2012 (the "Agreement") which has been assigned to 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 w/ RVUs Data File</td>
</tr>
<tr>
<td>HCPCS Denal 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, or consultant of Customer to access the Files, directly or indirectly, in any way. Customer shall not publish, translate or transfer possession of the Files or create derivative works based on the Files. Customer shall not disclose, allow disclosure of, or sublicense the Files to any third party or allow any third party access to or use the Files, except as permitted by this Schedule or the Agreement. Customer shall not use the Files or CPT contained therein on any public computer based information system or public electronic bulletin board, including but not limited to the Internet. This provision shall survive the termination of this Schedule.

**C. Number of Licensed Sites and Users.** The number of concurrent users (individuals accessing the Files directly) of the Files is set forth in Section II A below. Should these numbers increase, Customer agrees to notify 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
12/1/16-11/30/17

**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>$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

**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>$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

**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>$17.50</td>
<td>5,000</td>
<td>$87,500.00</td>
</tr>
<tr>
<td>HCPCS Dental Data File</td>
<td>$25.00</td>
<td>200</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Revenue Code Crosswalk Data File</td>
<td>$35.00</td>
<td>200</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

**Renewal Year 3 Total Annual License Fees:** $99,500.00

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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.
Ill. 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 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.

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 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 600, 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 1995), 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 1995), 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 1995), 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 39055, with a copy of all notices to Customer also being sent to University of Mississippi Medical Center, Attention General Counsel, 2500 North State Street, Jackson, Mississippi 39216."

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

By: __________ Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: November 1, 2017

OptumInsight, Inc.

By: __________ Authorized Signature

Printed Name: Daniel J. Weaver
Title: Chief of Staff, Optum 360
Date: November 1, 2017
EXHIBIT G
CUSTOM DATA FOR USE WITH EPIC SYSTEMS
PRODUCT SCHEDULE

I. Subscription to Data Systems.
   A. License. Customer hereby licenses from OptumInsight and OptumInsight agrees to license to Customer the databases marked below (all of which are deemed to be "Data" under the Master Agreement). Customer represents and warrants that Customer has a license to use CPT codes in connection with the Epic Systems applications.
   B. Custom Data Files for Use with Epic Systems Corporation's Application Systems: National Coverage Determination ("NCD") and Local Coverage Determination ("LCD") Data FOR THE FOLLOWING STATES (Data will be for the contractor as of the Effective Date and any replacements for that contractor):

<table>
<thead>
<tr>
<th>List State</th>
<th>Part A</th>
<th>Part B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Optum Custom Correct Coding Initiative (CCI) Files (for Physicians)

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

C. Community Connect Partners. Customer may permit its Community Connect Partner(s) (defined below) to receive electronic medical record hosting services through Customer's use of the Data in accordance with the terms of this Schedule. Customer represents and warrants that it shall bind each Community Connect Partner, listed below, to the terms in this Schedule that are applicable to Customer (including any terms associated with: the use of CPT codes, confidentiality, licensed use, fees, billing, audit, and/or claims amount reporting). Community Connect Partners are non-affiliated providers that access Customer's single Epic system with Customer's single Claims Manager Professional system.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi State</td>
<td>570 East Woodrow Wilson Drive</td>
</tr>
<tr>
<td>Department of Health</td>
<td>Jackson, MS 39216</td>
</tr>
</tbody>
</table>

OptumInsight, Inc.-UMMC-43534-1150 & 1151-Nov2017-Amendment #8 to Master Services & License
Customer may add additional Community Connect Partners upon written amendment executed by both parties.

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

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

II. Delivery and Support.

A. Delivery and Updates. After the initial delivery of the Data, the NCD/LCD Data will be updated monthly and the CCI/OCE Data will be updated quarterly.

B. Technical Telephone Support. Customer is entitled to OptumInsight's standard technical telephone support for the Data, at no additional charge, during OptumInsight's normal business/support hours of 7:00 A.M. to 6:00 P.M. Central Time, Monday through Friday. Technical telephone support consists primarily of answers to questions regarding installation, setup, Data structure, design and updates. This service may not be used for training purposes. Customer may obtain training from OptumInsight at OptumInsight's then-current charges.

III. Fees and Payment Terms. Customer shall pay OptumInsight an annual license fee for the Data as set forth below. OptumInsight shall invoice Customer for the Year 1 fees upon execution of Amendment Number 8 by all parties. Thereafter, OptumInsight shall invoice Customer annually for the fees due each year on each anniversary of the Effective Date. Customer agrees to pay OptumInsight in accordance with Mississippi law on timely payments for purchases by public bodies, which generally provides for payment of undisputed invoices within forty-five (45) days of the receipt of the invoice.

<table>
<thead>
<tr>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Database</td>
</tr>
</tbody>
</table>

OptumInsight, Inc.-UMMC-43534-1150 & 1151-Nov 2017-Amendment #8 to Master Services & License
IV. Term and Termination.

A. Term. This Schedule shall commence on November 1, 2017 and shall continue for an initial term of five (5) years thereafter unless earlier terminated pursuant to the Master Agreement. Upon completion of the 5 year initial term, this Schedule may, upon the written agreement of the parties, be renewed for an additional term, at fees not exceeding a 3.5% increase over the prior year’s fees.

B. Effect of Termination or Expiration. Upon expiration or termination of this Schedule for any reason, Customer shall immediately: (1) discontinue all use of the Data and documentation, (2) remove the Data from all hard disks on all computers; (3) destroy all copies of the Data and documentation within the possession or control of Customer; and (4) provide to OptumInsight written certification that these actions have been accomplished.
PROJECT NUMBER 44753
AMENDMENT #9 TO
MASTER SERVICES & LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as "Amendment Number 9") shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, November 3, 2016, November 28, 2016, and November 1, 2017 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Opium 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 Gustin

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:

I. License of RevenueCyclePro.com.

A. RevenueCyclePro.com. Optum grants Customer the nonexclusive, nontransferable right to use the RevenueCyclePro.com service with Coder's 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 relating to the use and access of the software and the repair of software "bugs." Technical support is also available through email and the User-resources Web page.

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

<table>
<thead>
<tr>
<th>File Name</th>
<th>Number of Users</th>
<th>Annual License Fees Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td>RevenueCyclePro.com</td>
<td>61</td>
<td>$38,430.00</td>
</tr>
<tr>
<td>Coders Dictionary add-on</td>
<td>61</td>
<td>$1,830.00</td>
</tr>
<tr>
<td><strong>Total Annual License Fees:</strong></td>
<td></td>
<td><strong>$40,260.00</strong></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 44808
AMENDMENT # 10 TO
MASTER SERVICES & LICENSE AGREEMENT
BETWEEN
OPTUMINSIGHT, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39789)

This document (hereinafter referred to as “Amendment Number 10”) shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, November 3, 2016, November 28, 2016, November 1, 2017, and October 31, 2018 (hereinafter referred to as “Master Agreement”), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 (hereinafter referred to as ‘OptumInsight”), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as ‘Customer” and/or "UMMC").

NOW THEREFORE, ITS, UMMC, and OptumInsight, by entering into this Amendment Number 10, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) UMMC has a need for custom data files as specified in the Custom Data for Use with Epic Systems Product Schedule which is attached to this Amendment Number 10 and OptumInsight agrees to provide such data pursuant to the terms of the Master Agreement and this Amendment Number 10 upon signature at the prices stated in the attached.

2) The custom data files will be provided to UMMC through OptumInsight’s affiliate Optum360 Solutions, LLC which agrees to be bound by the terms of the agreement applicable to OptumInsight for purposes of this Amendment Number 10.

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: 6/18/2019

OptumInsight, Inc.

By: [Signature]
Printed Name: Scott Iverson
Title: CDD - 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>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 either in general or with respect to Customer's operations. Any reliance upon, interpretation of, 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/CCS 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.
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) discontinue all use of the Data and documentation, (2) remove the Data from all hard disks on all computers; (3) destroy all copies of the Data and documentation within the possession or control of Customer; and (4) provide to OptumInsight written certification that these actions have been accomplished.
This document (hereinafter referred to as "Amendment Number 11") shall serve to amend the original Master Services & License Agreement executed on May 31, 2012 and amended on October 15, 2012, November 27, 2013, June 4, 2014, June 17, 2015, November 4, 2015, November 3, 2016, November 28, 2016, November 1, 2017, October 31, 2018, and June 18, 2019 (hereinafter referred to as "Master Agreement"), between OptumInsight, Inc., a Delaware corporation having its principal place of business at 11000 Opus 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 38211 (hereinafter referred to as "MITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 325216 (hereinafter referred to as "Customer" and/or "UMMC").

NOW THEREFORE, MITS, UMMC, and OptumInsight, by entering into this Amendment Number 11, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) OptumInsight agrees to extend Optum Transaction Testing Classic through September 30, 2022 as listed in Exhibit E-2, which is attached to this Amendment Number 11 and OptumInsight agrees to provide such services pursuant to the terms of the Master Agreement and this Amendment Number 11 upon signature at the prices stated in the attached.

2) The Optum Transaction Testing Classic will be provided to UMMC through OptumInsight’s affiliate Optum360 Solutions, LLC which agrees to be bound by the terms of the agreement applicable to OptumInsight for purposes of this Amendment Number 11.

3) Exhibit E-1 in the Agreement, which is attached to Amendment Number 6 to the Agreement and deleted and replaced Exhibit E, shall be and hereby is augmented by the new Exhibit E-2, which is attached to this Amendment Number 11 and incorporated herein by reference. All references in the Agreement to "Exhibit E-1" shall be and hereby are revised to be "Exhibit E-1 and Exhibit E-2."

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

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

OptumInsight, Inc.

By: [Signature]
Authorized Signature

Printed Name: Scott Iverson
Title: GM, Claims & Payment Services
Date: June 27, 2019
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, et. seq., of the 1972 Mississippi Code Annotated. These payments shall entitle Subscriber to use the Optum Transaction Testing Service – Classic for the Renewal Term. Unless otherwise stated in the terms specified in the Schedule, all fees are non-refundable.
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 Opus 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
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:

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 referential content related to each code searched.

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

C. Number of Users. The number of authorized "Users" of EncoderPro.com at Customer is as follows: a total of ninety-five (95) Users. If the number of Users increases, Customer agrees to notify Optum in writing within ten (10) days thereafter and pay additional license fees upon receipt of an acceptable invoice for any increase in the number of Users under this Schedule. Pursuant to Optum's agreement with the American Medical Association, a User is an individual employee or contractor of Customer who:

1. Accesses, uses, or manipulates Current Procedural Terminology ("CPT") coding contained in the 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 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.
F. Delivery and Updates. Opium shall make each component of the Services available to Customer as it becomes available for general release from Opium 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 Opium for the Services.

F. Accuracy and Errors. Customer agrees that Opium 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 Opium 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 Opium 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 Opium the first year license fee specified below. For each subsequent year of this Schedule, Opium 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. Opium 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</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>EncoderPro.com Expert</td>
<td>95</td>
<td>$26,220.95</td>
<td>$28,745.35</td>
<td>$22,733.35</td>
</tr>
</tbody>
</table>

*Price is shown as the annual renewal amount for 10 months.*

IV. Term and Termination. This Schedule shall commence as of the Effective Date, and shall continue through September 30, 2022, unless earlier terminated pursuant to the Master Agreement.
EncoderPro.com Standard
Product Schedule

Optum360, LLC ("Optum") and State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center ("Customer") have entered into this Product Schedule (the "Schedule"), with an Effective Date of November 1, 2019. Optum is an affiliate of OptumInsight, Inc., and this Schedule is incorporated into and made a part of the Master Services and License Agreement between OptumInsight, Inc. and Customer dated May 31, 2012 (the "Agreement"), which has been assigned to Optum360, LLC for the purposes of this Schedule. The parties agree as follows:

License of EncoderPro.com Standard

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

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

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

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

D. User ID and Security. Optum shall provide Customer with a User ID for each purchased user license to access the Services via the EncoderPro.com website. Customer agrees to maintain strict security procedures to prevent unauthorized use or disclosure of each purchased user license User ID and to protect the Services from improper access. Each purchased user license User ID is personal to each purchased licensed user only and shall be disclosed only to Customer’s employees and consultants who have a need to access the Services and who agree to abide by the terms of this Schedule. It shall be the ongoing responsibility of Customer to administer User IDs for anyone to whom Customer has granted access to the Services, and to ensure that User IDs 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 will 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></td>
<td></td>
<td>$4,635.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$4,334.46*</td>
</tr>
</tbody>
</table>

*Price is shown as the annual renewal amount for 11 months.

IV. **Term and Termination.** This Schedule shall commence as of the Effective Date and shall continue through September 30, 2022, unless earlier terminated pursuant to the Master Agreement.
PROJECT NUMBER 45482
AMENDMENT #13 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 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.
All other terms and conditions of the 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, October 31, 2019 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: 11-27-2019

Optum360, LLC

By: [Signature]
Authorized Signature

Printed Name: Jeremy Knight
Title: Sr. Vice President of Sales
Date: 11/25/2019

University of Mississippi Medical Center

By: [Signature]
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.

<table>
<thead>
<tr>
<th>File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Procedure (CPT®) Codes w/ RVUs Subscription Data File</td>
</tr>
<tr>
<td>Current Procedure (CPT®) Codes w/ RVUs Subscription Data File - Multi User License</td>
</tr>
<tr>
<td>Optum360 Revenue Code Crosswalk Data Subscription File</td>
</tr>
<tr>
<td>Optum360 Revenue Code Crosswalk Data Subscription File - Multi User License</td>
</tr>
<tr>
<td>HCPCS Dental Subscription Data File</td>
</tr>
<tr>
<td>HCPCS Dental Subscription Data File - Multi User License</td>
</tr>
</tbody>
</table>

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

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

II. Fees and Payment Terms.

   A. License Fees. For each year of this Schedule, Customer shall pay an annual license fee to Optum for use of the Files by the specified number of users, as set forth in the table below.
# 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</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subscription Data File</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Procedure (CPT®) Codes w/ RVUs</td>
<td>5227</td>
<td>$17.50</td>
<td>$91,472.50</td>
</tr>
<tr>
<td>Subscription Data File – Multi User License</td>
<td></td>
<td></td>
<td></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>
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<td>$5,000.00</td>
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</table>

**Total for Year 1** $108,072.50

# 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>
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<tr>
<td>Current Procedure (CPT®) Codes w/ RVUs</td>
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<td>200</td>
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<td>$5,000.00</td>
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</tbody>
</table>

**Total for Year 2** $112,386.00

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

<table>
<thead>
<tr>
<th>File Name</th>
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<tr>
<td>Subscription Data File</td>
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[Exhibit 3](#)
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.

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 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.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE \` APRIL 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 101-297 – Technology Classroom Building**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Change Order #4**
   
   Board staff approved Change Order #4 in the amount of $23,200,000.00 and seventy-five (75) additional days to the contract of Flagstar Construction.

   **Approval Status & Date:** APPROVED, April 17, 2020

   **Change Order Description:** Change Order #4 includes the following items: modifications to the seating layout; credit for balance of the controls allowance; rerouting of the communications tie-in; and seventy-five (75) days to the contract.

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

   **Total Project Change Orders and Amount:** Four (4) change orders for a total amount of $41,955.46.

   **Project Initiation Date:** June 20, 2013
   **Design Professional:** Allred Stolarski Architects
   **General Contractor:** Flagstar Construction
   **Total Project Budget:** $22,200,000.00

2. **ASU-GS 101-310 – New Faculty and Staff Housing**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Change Order #3**
   
   Board staff approved Change Order #3 in the amount of $228,723.60 and nine (9) additional days to the contract of Ergon Construction Group.

   **Approval Status & Date:** APPROVED, April 30, 2020
Change Order Description: Change Order #3 includes the following items: added dry-pipe fire sprinklers in the attics; provided electrical work at each building for fire alarm system monitoring connections to the dry-pipe system riser tamper switches and the flow switch; to connect the branch circuit in the building house electrical panel for the dry-pipe system air compressor to connect thru the disconnect switch next to the equipment; and nine (9) days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $233,174.80.

Project Initiation Date: April 20, 2017
Design Professional: Architecture South
General Contractor: Ergon Construction Group
Total Project Budget: $10,000,000.00

J A C K S O N    S T A T E    U N I V E R S I T Y

3. JSU- GS 103-286 – Stewart 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 $42,551.44 and zero (0) additional days to the contract of Diversified Construction Services, Inc.

Approval Status & Date: APPROVED, April 1, 2020

Change Order Description: Change Order #5 includes the following items: replaced two (2) sets of exterior signage; removed, repaired and replaced the existing handicap lift; added several GWB furr-downs to route electrical under beams; added concrete infill under the existing elevator pit slab; and added relocated various sprinkler heads; installed a new panel room in a storage room; added two (2) concrete pads for the electrical panels to go in in the fire pump room; installed a new hollow metal double door in the mechanical room; window repairs to include added break metal around the Q type
windows; added two (2) recessed hose bibs and a credit for omitting the mop sinks in the
janitor closets on two floors.

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: Five (5) change orders for a total amount of
$184,635.29.

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

4. MSU- IHL 205-286– New Parking Stone Blvd. and Morgan Extended

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $2,319,575.00 to the
apparent low bidder, Burns Dirt Construction, Inc.

Approval Status & Date: APPROVED, April 9, 2020

Project Initiation Date: December 10, 2019
Design Professional: Garver Engineering
General Contractor: Burns Dirt Construction, Inc.
Total Project Budget: $3,300,000.00

5. MSU – IHL 208-289 – Bulldog Way

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Pickering Firm

Approval Status & Date: APPROVED, April 30, 2020
Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, April 30, 2020

Project Initiation Date: February 15, 2018
Design Professional: Pickering Firm
General Contractor: TBD
Total Project Budget: $10,000,000.00

6. MSU- IHL 205-300– Summer 2020 Various Parking Lots

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $1,397,000.00 to the apparent low bidder, Gregory Companies DBA Murphree Paving.

Approval Status & Date: APPROVED, May 11, 2020

Project Initiation Date: December 10, 2019
Design Professional: Neel Schaffer, Inc.
General Contractor: Gregory companies DBA Murphree Paving.
Total Project Budget: $2,000,000.00

7. MSU- IHL 205-302– CEF Sewer Force Main Replacement

UNAPPROVAL Request #1: Award of Construction Contract

Board staff did not approve the Award of Contract in the amount of $956,390.00 to the apparent low bidder, Eubank Construction Co., Inc.

Approval Status & Date: NOT APPROVED, May 11, 2020

Project Initiation Date: December 10, 2019
Design Professional: Garver Engineering
General Contractor: Eubank Construction Co., Inc.
Total Project Budget: $1,200,000.00
8. **MSU-IHL 205-302 – CEF Sewer Force Main Replacement**

   Approval Request #1: Change Order #1

   Board staff approved Change Order #1 in the amount of $5,384.62 and zero (0) additional days to the contract of Eubank Construction Co., Inc.

   Approval Status & Date: APPROVED, May 11, 2020

   Change Order Description: Change Order #1 includes the following items: used cement lined fittings in lieu of epoxy lined fittings; and extended the length of Roadway Bore #2 10’ south of its original location beneath Mississippi Blvd.

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

   Total Project Change Orders and Amount: One (1) change order for a total amount of $5,384.62.

   Project Initiation Date: December 10, 2019
   Design Professional: Garver Engineering
   General Contractor: Eubank Construction Co., Inc.
   Total Project Budget: $1,200,000.00

9. **MSU-IHL 405-001 – Music Building Re-Bid**

   Approval Request #1: Award of Construction Contract

   Board staff approved the Award of Contract in the amount of $647,100.00 to the apparent low bidder, Mac’s Construction, Inc.

   Approval Status & Date: APPROVED, April 16, 2020

   Project Initiation Date: May 18, 2017
   Design Professional: Allred Stolarski Architects
   General Contractor: Mac’s Construction, Inc.
   Total Project Budget: $21,000,000.00
UNIVERSITY OF MISSISSIPPI

10. UM- GS 107-314 – Garland Hedleston Mayes 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 $40,975.17 and one hundred sixty-nine (169) additional days to the contract of Century Construction & Realty, PA.

Approval Status & Date: APPROVED, April 30, 2020

Change Order Description: Change Order #4 includes the following items: resolved contract time for wo purchase orders; added a trench drain at the north entry; credit for steel fencing; additional steel added at the Garland Hedleston entry; and one hundred twenty-three (123) days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $664,827.65.

Project Initiation Date: January 19, 2012
Design Professional: JH&H Architects/Planners/Interiors, PA
General Contractor: Century Construction & Realty
Total Project Budget: $23,500,000.00

11. UM – IHL 207-455 – Jackson Avenue Center Reroof & Exterior Coating

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of $10,780.00 and zero (0) additional days to the contract of Rowell Roofing, Inc.

Approval Status & Date: APPROVED, April 30, 2020
Change Order Description: Change Order #2 includes the following items: replaced the threaded gas piping and all the associated fittings; and installed new valves and regulators at each unit.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $18,520.00.

Project Initiation Date: June 20, 2019
Design Professional: Shafer-Zahner-Zahner, PLLC
General Contractor: Rowell Roofing, Inc.
Total Project Budget: $1,980,000.00

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

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Weir Boerner Allin Architecture

Approval Status & Date: APPROVED, May 1, 2020

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 1, 2020

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: TBD
Total Project Budget: $2,975,000.00
13. UMMC - GS #109-223- Clinical Research Unit

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #8

Board staff approved Change Order #8 in the amount of $53,792.00 and twenty-four (24) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, May 1, 2020

Change Order Description: Change Order #8 includes the following items: added additional grab bars in the typical patient toilet rooms; relocated the paper towel dispensers; installed two (2) new stainless steel corner guards; modified the existing return air duct that serves the entire south tower by adding a temporary baffle within the duct on the 6th floor which required the removal of portions of the existing shaft walls and constructed new shaft walls and doors that that location; added twenty (20) corners guards to the outside corners of the gypsum board walls in various locations; and twenty-four (24) days to the contract.

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

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of $355,131.00.

Project Initiation Date: May 18, 2017
Design Professional: Foil Wyatt Architects & Planners, PLLC
General Contractor: Fountain Construction Co., Inc.
Total Project Budget: $7,500,000.00


Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of $130,052.73 and two hundred forty (240) additional days to the contract of Sunbelt General Contractors, Inc.
Approval Status & Date: APPROVED, May 6, 2020

Change Order Description: Change Order #3 includes the following items: relocated a thermostat from its original position outside the clean room suite to inside the suite; installed rubber flooring over the crawl space doors; provided battery backup for the automatic door controllers at the clean room entrances; installed lockers for the pharmacy department; revised/reduced the scope of work to a room in the pharmacy office suite; installed rubber flooring at the drug carousels; removed asbestos pipe insulation from an abandoned air handling unit; installed three (3) humidity sensors in the clean room suite; installed exit signs in main working area of phase 2; replaced the automatic opening arms on the doors to the clean rooms; added light kits to the fire-rated doors at the receiving room; increased the owner-specified allowance for testing and balancing the mechanical system serving the pharmacy addition, to include the new clean room suite; relocated a chilled water line to install a duct; provided Halotron fire extinguishers; additional work performed from JCI to accompany the testing and balancing; and two hundred forty (240) days to the contract.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $727,705.96.

Project Initiation Date: January 22, 2015
Design Professional: McCarty Architects Professional Association
General Contractor: Sunbelt General Contractors, Inc.
Total Project Budget: $3,848,518.00

15. UMMC- IHL 209-558 – MS Center for Emergency Services

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 April 14, 2020 to approve the budget increase on the MS Center for Emergency Services from $16,500,000.00 to $17,100,000.00, for an increase of $600,000.00.

Interim Approval Status & Date: APPROVED, April 14, 2020

Approval Request #2: Change Order #1
Board staff approved Change Order #1 in the amount of $155,937.00 and seventy-six (76) additional days to the contract of MidState Construction, LLC.

Approval Status & Date: APPROVED, May 6, 2020

Change Order Description: Change Order #1 includes the following items: constructed an access road; rerouted sewer, gas, and electrical service; a turn key aviation fuel system installed; waterproofing of site retaining wall done; epoxy floor finish to hangar building in lieu of dry-shake hardener finish; credit for value engineering items by Tompkins Electric; retaining wall brackets installed for attaching epoxy rods at a retaining wall; installed additional reinforcing bars for concrete whaler beams; added outside air units for kitchen variant refrigerant flow; provided preaction fire suppression system controls; tree removal throughout the project; and seventy-six (76) days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans & specifications; latent job site conditions; and weather-related days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of $155,937.00.

Project Initiation Date: May 18, 2017
Design Professional: Gensler
General Contractor: Mid State Construction of MS, LLC
Total Project Budget: $17,100,000.00

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

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $112,322.00 and zero (0) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, April 9, 2020

Change Order Description: Change Order #1 includes the following items: installed temporary window film over eight (8) windows at the work area; the scope of work revised resulting a revised quote and proposal for the supply of VFDs.
Change Order Justification: These changes were due to errors and omissions in the plans & specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of $112,322.00.

Project Initiation Date: October 19, 2017
Design Professional: Engineering Resource Group, Inc.
General Contractor: Fountain Construction company, Inc.
Total Project Budget: $7,800,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

17. USM- GS 108-293– Montague Parking Lot Paving

NOTE: This is a Bureau of Building project

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Neel Schaffer, Inc.

Approval Status & Date: APPROVED, April 9, 2020

Approval Request #2: Waiver Design Development Documents

Board staff approved the Design Development Documents as submitted by Neel Schaffer, Inc.

Project Initiation Date: April 9, 2020
Design Professional: Neel Schaffer, Inc.
General Contractor: TBD
Total Project Budget: $2,750,000.00
18. USM- IHL 208-337 – Union Plaza Renovation (Rebid)

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $1,650,677.00 to the apparent low bidder, Culpepper Construction & Masonry, LLC.

Approval Status & Date: APPROVED, April 24, 2020

Project Initiation Date: November 15, 2018
Design Professional: Neel-Schaffer, Inc.
General Contractor: Culpepper Construction & Masonry, LLC
Total Project Budget: $2,400,000.00
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 Ware Immigration (statements dated 3/1/20, 3/1/20, 3/1/20, 3/1/20, 3/5/20 and 4/16/20) from the funds of Alcorn State University. (These statements, in the amounts of $2,000.00, $2,000.00, $2,000.00, $2,000.00, $460.00 and $460.00, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE………………………………………….$ 8,920.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 3/17/20 and 3/17/20) from the funds of Mississippi State University. (These statements, in the amounts of $2,812.50 and $4,065.96, represent services and expenses in connection with general legal advice.)

TOTAL DUE………………………………………….$ 6,878.46

Payment of legal fees for professional services rendered by Butler Snow (statements dated 3/5/20 and 3/17/20) from the funds of Mississippi State University. (These statements, in the amounts of $2,478.00 and $5,538.40, represent services and expenses in connection with general legal advice.)

TOTAL DUE………………………………………….$ 8,016.40

Payment of legal fees for professional services rendered by Ware Immigration (two statements dated 4/1/20) from the funds of Mississippi State University. (These statements, in the amounts of $4,000.00 and $2,000.00, represent services and expenses in connection with immigration/ labor certification.)

TOTAL DUE………………………………………….$ 6,000.00

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 4/14/20) from the funds of Mississippi State University. (This statement, in the amount of $2,600.00, represents services and expenses in connection with legal advice.)

TOTAL DUE………………………………………….$ 2,600.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 12/10/19 and 3/10/20) from the funds of the University of Mississippi. (These statements, in the
amounts of $914.50 and $9.67, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE**..........................$ 924.17

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 3/13/20 and 3/13/20) from the funds of the University of Mississippi. (These statements, in the amounts of $2,345.00 and $127.19, represent services and expenses in connection with general legal advice.)

**TOTAL DUE**..........................$ 2,472.19

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 4/8/20, 4/9/20, 4/10/20 and 4/10/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,360.00, $3,832.50, $8,928.00 and $708.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$ 15,828.50

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (seven statements dated 4/7/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,221.00, $363.00, $562.90, $3,586.10, $228.95, $1,109.70 and $1,409.90, represent services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$ 8,481.55

Payment of legal fees for professional services rendered by Hogan|Lovells (statement dated 3/25/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $1,104.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$ 1,104.00

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 4/2/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of $1,891.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$ 1,891.50

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 3/9/20 and 4/3/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $4,493.37 and $9.50, represents services and expenses in connection with legal advice.)
Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statement dated 4/9/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of $2,909.40, represents services and expenses in connection with legal advice.)

Payment of legal fees for professional services rendered by Richard & Thomas, PLLC (statement dated 2/8/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $350.00, represents services and expenses in connection with legal advice.)

Payment of legal fees for professional services rendered by Wise Carter (statement dated 3/17/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of $19.50, represents services and expenses in connection with legal advice.)

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

Payment of legal fees for professional services rendered by Larry Schemmel with the Office of the Attorney General (three statements dated 4/22/20) from the funds of Mississippi State University. (These statements represent expense reimbursements in connection with the following patents or trademarks: “MSU Bulldog Head” (LOGO) 5-year renewal - $650.00; MSU Cowbell in Mississippi State circle (LOGO) 5-year renewal – “325.00; and “Mississippi State University” (WORD MARK) 5-year renewal - $1,300.00.)

Payment of legal fees for professional services rendered by Butler Snow PLLC (statements dated 2/24/20, 2/24/20, 2/24/20, 3/16/20 and 4/6/20) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patent: “Vibrio Assay Methods and Kits” - $236.00; “Live Attenuated Catfish Vaccine” - $400.00; “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” - $472.00; “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” – $2,047.00 and “Vibrio Assay Methods and Kits” - $250.00, respectively.)
Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 10/2/19 and 12/4/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Ocidiofungin Formulations and Uses Thereof” - $3,698.82 and “Ocidiofungin, A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - $16,298.85.)

TOTAL DUE……………………………….…….……$ 19,997.67

Payment of legal fees for professional services rendered by Stites & Harbison (statement dated 2/23/20) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Symmetrical CCC-NCH Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - $427.50.)

TOTAL DUE……………………………….…….………………$ 427.50

Payment of legal fees for professional services rendered by Armstrong|Teasdale (two statements dated 4/8/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Systems and Methods for Detecting Transient Acoustic Signals” - $205.00; and “Systems and Methods for Detecting Transient Acoustic Signals” - $1,411.00.)

TOTAL DUE……………………………….…….………………$ 1,616.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 12/16/19) from the funds of the University of Mississippi. (This statement in the amount of $13,002.00, represents services and expenses in connection with a trademark or licensing matter.)

TOTAL DUE……………………………….…….………………$ 13,002.00

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 2/14/20, 2/26/20, 2/27/20, 2/28/20, 2/28/20, 3/22/20, 3/25/20 and 3/25/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Biologically Active Cannabidiol Analogs” - $816.90; “Highly Selective Sigma Receptor Ligands and Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $535.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $757.00; “Biologically Active Cannabidiol Analogs” - $4,153.40; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $1,280.00; “Natural Product Formulations With Improved Residual Insect Repellent/Deterrent Activity” - $428.00; “Highly Selective Sigma Receptor Ligands and Pathophysiological Study of Memory Deficits and Cognitive Disorders” – $1,726.00; and “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $511.00)
Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 2/19/20, 2/26/20, 2/26/20, 2/26/20, 2/26/20, 3/26/20, 3/26/20, 3/26/20, 3/26/20 and 3/26/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions Comprising Highly Purified Amphotericin B” - $693.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” - $1,653.50; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - $1,509.00; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - $1,167.00; “CIP for High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - $2,528.50, Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” – $76.00; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - $1,127.50; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - $8,349.31; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - $142.50 and “Anticancer Formulation” - $195.00, respectively.)

TOTAL DUE..............................................................$ 17,441.31
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. **UMMC** – On April 20, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Medical Center and Cotton Belt Aviation, Inc. for the lease of hangar space at the Greenwood-Leflore Airport for use by UMMC’s new AirCare program vendor, Med-Trans Corporation. The term of the lease is one year beginning May 1, 2020 at a total estimated cost of $7,200. The monthly rental cost is $350 with the potential need for additional space for transient or backup aircraft at an additional cost of $100 per night. Monthly rental is payable in advance at the beginning of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

b. **DSU** – On May 4, 2020, Commissioner Alfred Rankins, Jr. approved the extension of the service contract between Delta State University and Ellucian Management Technology, which extends the current agreement between these parties for one year from July 1, 2020 through June 30, 2021, at a cost of $147,611.00 per month. The current term of the agreement was previously approved by the Board for a five-year term commencing July 1, 2015 and expiring on June 30, 2020 at a cost of $139,710.00 per month. The cost of the extension does not exceed 100% of the current contract. This one-year extension has been approved by the MS Department of Information and Technology Services. All other terms of the current agreement remain unchanged during this one-year extension period. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.