

**PROJECT NUMBER 46122
AMENDMENT # 2 TO
SOFTWARE AS A SERVICE AGREEMENT
BETWEEN
COVERME SERVICES, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 43332)**

This document (hereinafter referred to as "Amendment Number 2") shall serve to amend the original Software as a Service Agreement executed on December 28, 2017, and amended on March 28, 2019 (hereinafter referred to as "Agreement"), between CoverMe Services, Inc., a Georgia corporation having its principal place of business at One Chase Corporation Drive, Suite 400, Birmingham, Alabama 35244 (hereinafter referred to as "Licensor"), 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 "Licensee" and/or "UMMC").

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 4357 in an attempt to re-certify the sole source status of this procurement; and

WHEREAS, there being no objections to the sole source status being filed by any person or entity and the parties thereby determining this is indeed a sole source project;

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

- 1) Article 2.1 under "Period of Performance" shall be and hereby is amended so as to renew the Agreement for a period of three (3) years beginning January 1, 2021, and continuing through the close of business on December 31, 2023.
- 2) Article 6.1, "Consideration and Method of Payment" shall be and hereby is amended so as to add the following: "As a result of this Amendment Number 2, Licensee shall pay Licensor \$1,659,888.00 for all Applications, development, maintenance, SaaS Services, customizations, products, travel, performances, and expenses under this Amendment Number 2, as specified in the attached Exhibit A-2."
- 3) Article 23 "Notice" is amended so as to strike "Craig P. Orgeron, Ph.D." and replace with "David C. Johnson."
- 4) Exhibit A-1 in the Agreement shall be and hereby is augmented by the new Exhibit A-2, which is attached to this Amendment Number 2 and incorporated herein by reference. All references in the Agreement to "Exhibit A" shall be and hereby are revised to be "Exhibit A, Exhibit A-1 and Exhibit A-2."

All other terms and conditions of the Agreement executed on December 28, 2017 and amended on March 28, 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

CoverMe Services, Inc.

By: David Johnson
Authorized Signature

By: Catherine Engelbrecht
Authorized Signature

Printed Name: David C. Johnson

Printed Name: Catherine Engelbrecht

Title: Executive Director

Title: President

Date: 12/22/2020

Date: 12/21/20

University of Mississippi Medical Center

DocuSigned by:
By: Lou Ann Woodward
585680583778432
Authorized Signature

Printed Name: LouAnn Woodward, M.D.

Title: Vice Chancellor for Health Affairs

Date: 12/22/2020

CMS

EXHIBIT A-2**CoverMe & Subscription Fee Schedule**

CLIENT	University of Mississippi Medical Center
Solution Plan	Thirty-six (36) month Subscription Agreement
Subscription Fee	\$24,500.00 per month, includes 1,000 Score Requests per month
Call Center Interview Fee	\$6.00 per call
Score Request Overage Fee	\$2.00 per Score Request
Access to all standard CoverMe Features	Included
User Accounts	Unlimited
Custom Rule and Risk Indexes	Included
Bulk Import Case Processing	Included
Dynamic Applications, including Information Autofill	Included
Reporting and Analytics	Included
Implementation and Training	Included
Technical Support	Included

RetroCheck Process, Payment, and Reporting

CLIENT	University of Mississippi Medical Center
RetroCheck Service License Fee	\$21,608.00 per month

1. Payment and Reporting shall be provided in accordance with the following Process:
 - a. Each month, Licensee shall provide to Licensor a cumulative listing of, and/or ongoing read-only database access to, all patient accounts created by Licensee within the previous twenty-four (24) months, identified as self-pay, charity, financial assistance, or other designation indicating uninsured or underinsured coverage status. Patient accounts that have had unpaid outstanding balances written-off, or otherwise adjusted to reflect a zero-dollar balance, may also be included at the discretion of Licensee.
 - b. Account data shall be provided in an approved format, to include all known demographic and billing related information. Licensee understands the quality of the data provided is directly related to the completeness of the data provided from Licensee to Licensor and the Licensor's responses and information to Licensee's provided data may be less accurate if complete data is not provided.
 - c. Within no more than thirty (30) days, Licensor shall return the cumulative listing to Licensee, reconciled to reflect any newly discovered billable coverage, along with any other updates to patient information ("Coverage Data")
 - d. Licensee shall have thirty (30) days to review the reconciled listing and notify Licensor of any accounts in which Coverage Data was inaccurate or otherwise unbillable.
 - e. At the conclusion of the thirty (30) day review period, a fee of \$21,608.00 ("License Fee") shall be assessed.
 - f. Licensee shall provide to Licensor online access to all data necessary to properly calculate received revenues. In supplement to Licensee-provided data, Licensor shall also use data provided from coverage sources.

- g. After the initial review period, Licensor will continue monthly tracking and reconciliation of all billings and revenues received from patient accounts included on Coverage Data reports, with License Fees assessed monthly.
 - h. After the thirteenth (13th) month, accounts with unbilled, uncollected or otherwise unresolved payment statuses, may be flagged for continued monitoring, reconciliation, and reporting, as appropriate.
2. License Fee invoices shall be payable in accordance with previously established payment terms.
 3. Licensee shall keep reports relating to each account upon receiving Payment Data from Licensor ("Accounts Receivable Reports"). Licensor agrees to keep this Accounts Receivable Report for a period of at least two (2) years.

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