

May 1, 2020

The Honorable Shad White, Auditor
Mississippi Office of the State Auditor
P.O. Box 956
Jackson, MS 39205

Re: *Retention Agreement for Investigation and Analysis of the Flow of Public Funds
Through Medical Centers and the Mississippi State Health Plan.*

Dear Auditor White:

This letter in its executed form constitutes a Retention Agreement between the Office of the State Auditor of the State of Mississippi (hereinafter "Client") and Liston & Deas, PLLC (hereinafter "Law Firm").

The scope of this retention of Law Firm by Client pertains to the investigation and analysis of the flow of public funds through any hospital, medical center, clinic, or other healthcare entity (collectively "Medical Centers"), including but not limited to, the analysis of any documents constituting contractual agreements between Medical Centers and any insurance providers, claims administrators, or third-party Coordinated Care Organizations ("Insurers"). The scope of this agreement shall also include the investigation and analysis of any information and/or data arising out of or related to healthcare claims or services provided for the Mississippi State Health Plan ("Plan") and/or Plan beneficiaries.

As evidenced by the signed Acknowledgment, the terms of this Retention Agreement are as follows:

(1) The relationship of attorney and client shall exist between Law Firm and Client and the key personnel of Client with regard to all communications between Law Firm and Client or Client's key personnel, and is subject to the attorney-client privilege;

(2) Following determination of the results of Law Firm's investigation, analysis and other work within the scope of this Retention Agreement, Law Firm will disclose such results to the State Auditor via written report which the State Auditor shall own in his official capacity, and provided that Client, after good faith consideration of such results by Law Firm, desires to proceed with litigation or other efforts for collection of misappropriated public funds from Insurers, Client agrees to retain Law Firm, or to make a formal request for the retention of Law Firm to other authorized officers of the State of Mississippi, for the purposes of litigation and/or other collection efforts of said funds from Insurers;

(3) In the event Client or other authorized officer of the State of Mississippi agrees to retain Law Firm for purposes of litigation or other efforts for collection of public misappropriated public funds retained by Insurers, the terms of such retention shall be reduced to writing in the form of a contingency fee or other retention agreement which comports with the requirements of

Mississippi law for the retention of counsel and which is acceptable to Law Firm, Client or other authorized officer of the State of Mississippi who may retain Law Firm;

(4) Law Firm and Client agree that no payment for services rendered by Law Firm or contractors employed by Law Firm shall be due from Client under this agreement. Any and all compensation and/or reimbursement of costs or expenses shall be only made pursuant to the agreement anticipated in section (3);

(5) Client shall cooperate with Law Firm in obtaining and providing the documentation and data necessary for Law Firm's investigation, analysis and interpretation. Client and Law Firm further acknowledge that no Personally Identifiable Information (PII) shall be required for analysis or provided to Law Firm. Any such PII that comes into Law Firm's possession shall be treated as confidential and shall not be disclosed unless ordered by a court of competent jurisdiction;

(6) Until execution of any contingency fee or other retention agreement with Law Firm, any work product of Law Firm, including any consultant reports which pertain to the investigation, analysis and interpretation within the scope of this Retention Agreement, shall be considered proprietary information of Law Firm, and Client shall have no right to receive written, printed or electronic copies of the same. This section shall not apply to the report referenced in section (2);

(7) Client understands that Law Firm is bound by all applicable Rules of Professional Conduct and any statutes or rules which govern the conduct of attorneys, and Law Firm reserves the right to decline further representation of Client in the event that Law Firm believes that the results of its investigation or analysis do not give rise to a good faith basis for litigation or other collection efforts, or should Law Firm believe that the prosecution of litigation or collection efforts would be unsuccessful or uneconomical;

(8) Client shall retain the right to discharge Law Firm from the representation reflected by this Retention Agreement, but the attorney-Client privilege shall survive any such discharge of Law Firm by Client.

(9) Client understands and acknowledges that Law Firm cannot and does not warrant or guarantee final results in any matter, including any results generated by Law Firm's work within the scope of this Retention Agreement; and

(10) Law Firm shall indemnify, defend, save and hold harmless, protect, and exonerate the Client, its officers, employees, agents and representatives, and the State of Mississippi from and against claims, demands, liabilities, suits, actions, damages, losses and costs, including court costs, investigative fees and expenses, and attorneys' fees, and claims for damage arising out of or caused by Law Firm and/or its partners, principals, agents, employees and/or subcontractors limited to the extent the damages were caused by Law Firm's own negligence or intentional misconduct in the performance of or failure to perform this Retention Agreement.

As evidenced by signature below, Client hereby agrees to the terms and conditions set forth in this Retention Agreement.

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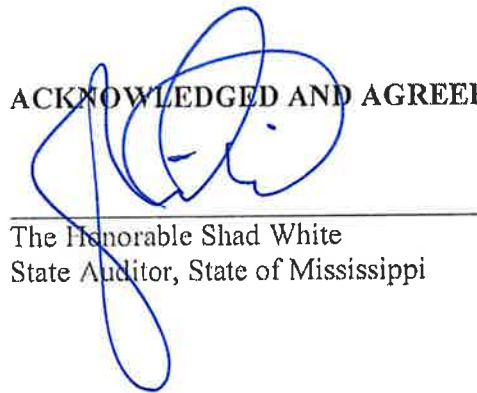
Sincerely,

Liston & Deas, PLLC

A handwritten signature in black ink, appearing to read 'W. Lawrence Deas', written over a horizontal line.

W. Lawrence Deas

ACKNOWLEDGED AND AGREED:

A handwritten signature in blue ink, appearing to read 'Shad White', written over a horizontal line.

The Honorable Shad White
State Auditor, State of Mississippi