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March 12, 2024

Ms. Penny Cox, Treasurer  
University of Kentucky  
411 South Limestone Street  
Peterson Service Building  
Lexington, KY 40506

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- Terms and Conditions Addendum
- University of Kentucky's (UK) General Terms and Conditions
- Personal Services Contract
- Request for Proposal No. UK-1637-16 and related addenda
- FORVIS' complete technical and financial proposal dated December 15, 2015, to RFP No. UK-1637-16

This engagement letter, along with the documents referenced above, represent the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or assignments, written or oral, regarding these services.

As it relates to the documents referenced above:

FORVIS will provide waivers of subrogation related to its general liability and automobile insurance. UK's management agrees no waivers of subrogation are necessary for professional liability, workers compensation or employer's liability. As it relates to RFP No. UK 1637-16, Section 6.22, FORVIS requests the following alternative language:

- UK understands that workpapers resulting from services performed under this contract are the property of the auditor and may be made available upon reasonable request.

Client lists or other confidential or proprietary information confidentially disclosed as part of the solicitation process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure, as provided by the *Kentucky Open Records Act*. Additionally, the contractor recognizes that any books, documents, papers, records or other evidence received during the financial audit or program review shall be subject to the *Kentucky Open Records Act*.

As it relates to UK's General Terms and Conditions, Section 32 (c), (e) and (f), FORVIS requests the following alternative language:

- Upon UK's request, service provider (FORVIS) will provide UK with a copy of its Information Security Program overview and make the service provider's information security office available to UK for questions.
  - Service provider shall defend, indemnify and hold harmless UK, its agents, officers, board members and employees from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to any allegations of security breaches or violations of the Safeguard Rule, to the extent caused by service provider.
  - Service provider shall reimburse UK for any reasonable damages, including but not limited to, any costs it may incur required to reconstruct lost or altered information, resulting from any security breach, loss or alteration of customer information.

### Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Audit Services for the year ending June 30, 2024:
  - University of Kentucky (UK)
  - UK WUKY Radio
  - Central Kentucky Management Services, Inc.
  - UK Research Foundation
  - UK HealthCare Hospital System
  - UK Mining Engineering Foundation, Inc.
  - UK Gluck Equine Research Foundation, Inc.
  - UK Humanities Foundation, Inc.
  - Kentucky Tobacco Research and Development Center
  - UK Alumni Association
- Attestation Engagements for the year ending June 30, 2024:
  - UK WUKY Radio with the required reporting to the Corporation for Public Broadcasting (CPB)
  - UK required compliance with the Commonwealth of Kentucky's Lease Law (Kentucky Revised Statutes 48.111 and 56.800 through 56.832)
- As described in the respective separate contracts, we will perform certain agreed-upon procedures for the year ending June 30, 2024, related to:
  - UK Department of Intercollegiate Athletics' Programs in accordance with the latest version of the National Collegiate Athletic Association (NCAA) Financial Audit Guidelines
  - UK HealthCare Hospital System's management of Eastern State Hospital (ESH) and Central Kentucky Recovery Center (CKRC) compliance with the terms of the Commonwealth of Kentucky contract
  - Compliance with the contract between Kentucky Medical Services Foundation, Inc. (KMSF) and UK
- Additional reports and deliverables
  - Report on compliance with the Commonwealth of Kentucky's House Bill 622, based upon the audit of UK's financial statements
    - Letter to the Commonwealth of Kentucky Auditor of Public Accounts, representing FORVIS is in compliance with generally accepted auditing standards and Governmental Auditing Standards concerning continuing education requirements, independence and peer review
    - Report with regard to the financial data and information provided by UK for the Commonwealth of Kentucky's Annual Financial report (state consolidation package)
    - Letter to the Commonwealth of Kentucky Auditor of Public Accounts reporting of subsequent events from the date of UK's audited financial statements to approximately the end of the calendar year
- Arbitrage Calculation Services
- Tax Services

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

## Engagement Fees

The following represents our services to be provided and the associated fees:

Audit for the UK financial statements, House Bill 622 and annual financial report to the Commonwealth of Kentucky Lease Law	\$ 202,880
Audit of the UK Research Foundation financial statements	9,745
Audit of the UK Gluck Equine Research Foundation, Inc. financial statements	4,150
Audit of the UK Humanities Foundation, Inc. financial statements	4,150
Audit of the UK Mining Engineering Foundation, Inc. financial statements	4,150
Audit of the Central Kentucky Management Services, Inc. financial statements	4,310
Audit of the UK HealthCare Hospital System financial statements	66,890
Audit of the Kentucky Tobacco Research and Development Center financial statements	4,150
Audit of the UK WUKY Radio financial statements and auditor's opinion on Annual Financial Report to the Corporation for Public Broadcasting	13,165
Audit of the UK Alumni Association financial statements	9,730
Perform certain agreed-upon procedures with regard to UK HealthCare Hospital System's management of the ESH and CKRC compliance with terms of the Commonwealth of Kentucky contract	6,330
Perform certain agreed-upon procedures with regard to the UK Department of Intercollegiate Athletics' Program in accordance with the latest version of NCAA Financial Audit Guidelines	13,880
Audit of the UK reports on compliance and internal controls in accordance with <i>Government Auditing Standards</i> , Uniform Guidance and Schedule of Expenditures of Federal Awards and Data Collection Form – this assumes testing of the SFA program and one other major program	27,090
Audit of each additional major program	8,000
Review of UK staff-prepared Form 990-T and affiliates' Form 990 and Form 990-EZ	22,030

Report with regard to the financial data and information provided by UK for the Commonwealth of Kentucky's Annual Financial Report (currently AFR 80 through 131) (state consolidation package)	\$ 3,940
Perform certain agreed-upon procedures with regard to the KMSF contract compliance with UK	2,810
Report on estimated bond arbitrage liability for each Housing and Dining Revenue Bond and General Receipts Bond issue	27,480
All auditors' reports and management letters required under Statements of Auditing Standards	Included in the UK audit above
Review of preliminary and final official statements with regard to the issuance of UK debt and which will contain UK's most recent audited financial statement total per issue, due on delivery	13,850
Other consulting services	<u>33,140</u>
<b>Total</b>	<b><u>\$ 481,870</u></b>

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Mergers or acquisitions
- Change in accounting principles
- Substantial doubt about the entity's ability to continue as a going concern
- Indications of fraudulent financial reporting or misappropriation of assets
- Quantitative impairment analysis of long-lived assets
- More than two major federal awards programs

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

### **Assistance with New Standards**

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

### **Statement on Auditing Standards (SAS) 145, *Understanding the Entity and Its Environment and Assessing the Risks of Material Misstatement*, and SAS 148, *Amendment to AU-C Section 935, Compliance Audits***

SAS 145 enhances the requirements and guidance related to obtaining an understanding of the entity's system of internal control and assessing control risk and the guidance that addresses the economic, technological, and regulatory aspects of the markets and environment in which entities and audit firms operate. SAS 148 incorporates changes in SAS 145 into the compliance audit standards required to be followed in a single audit.

The above audit standards are expected to increase our audit time particularly for single audits with regard to the requirement to identify risks associated with each direct and material compliance requirement for each major program and obtaining sufficient audit evidence to address those risks.

Assistance and additional time as a result of the adoption of these new standards is not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

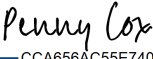
**Contract Agreement**

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services, including our respective responsibilities.

**FORVIS, LLP**

**FORVIS, LLP**

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services**, HIPAA Business Associate Agreement, UK's General Terms and Conditions, Personal Services Contract, Request for Proposal No. UK-1637-16 and related addenda, FORVIS' complete technical and financial proposal dated December 15, 2015, to RFP No. UK-1637-16 and FORVIS' **Terms and Conditions Addendum**, on behalf of the UNIVERSITY OF KENTUCKY.

DocuSigned by:  
  
BY CCA656AC55E7406...  
Penny Cox  
Treasurer

DATE 3/13/2024

## Scope of Services – Audit and Attestation Services

### Audit Services

We will audit the business-type activities and fiduciary activities and related disclosures, which collectively comprise the basic financial statements for the following entity:

- UNIVERSITY OF KENTUCKY (UK) as of and for the year ending June 30, 2024.

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

We will also audit the financial data and information provided by UK for the Commonwealth of Kentucky's Annual Financial report (state consolidation package), in accordance with instructions from the Auditor of Public Accounts of the Commonwealth of Kentucky for preparation of such Closing Package.

We will also express an opinion on whether the schedule of expenditures of federal awards required by the OMB *Compliance Supplement* is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will audit the business-type activities and related disclosures, which collectively comprise the basic financial statements for the following entities or departmental units with the audit having the broad objectives of obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error and expressing an opinion on the financial statements as of and for the year ending June 30, 2024:

- UK WUKY Radio
- Central Kentucky Management Services, Inc.
- UK Research Foundation
- UK HealthCare Hospital System
- UK Mining Engineering Foundation, Inc.
- UK Gluck Equine Research Foundation, Inc.
- UK Humanities Foundation, Inc.
- Kentucky Tobacco Research and Development Center

We will audit the following financial statements and related notes to the financial statements for the following entity with the objectives of obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error and expressing an opinion on the financial statements as of and for the year ending June 30, 2024:

- UK Alumni Association Statement of Financial Position and related statement of activities and cash flows

## Attestation Examination Services

We will perform an attestation examination engagement related to the compliance of UK WUKY Radio with the required reporting to the Corporation for Public Broadcasting (CPB). We will examine the written assertion about WUKY Radio's preparation of the CPB Schedule of Nonfederal Financial Support (NFFS) of the Station and compliance with CPB's fiscal year 2024 Financial Reporting Guidelines governing the amounts reported as NFFS during the year ending June 30, 2024.

We will perform an attestation engagement related to the compliance of UK with the required compliance with the Commonwealth of Kentucky's Lease Law (KRS 56.800 through 56.832 and KRS 48.111). We will examine the written assertion that the schedule of the new and renewed real property leases awarded by the Finance and Administration Cabinet is complete, and in accordance with the requirements of Kentucky Revised Statutes (KRS) 56.800 through 56.832 and 48.111 (Kentucky's Lease Law) as of and for the year ending June 30, 2024.

We will examine the written assertions made by management of UK noted above for CPB reporting and Kentucky's Lease Law. The objective of our examinations is the expression of an opinion in a written report for the CPB reporting and for Kentucky's Lease Law about whether the responsible party's assertion is fairly stated, in all material respects, with the applicable criteria against which it is measured or evaluated.

The criteria to be used consists of CPB's fiscal year 2024 Financial Reporting Guidelines and KRS 56.800 through 56.832 and 48.111.

Our reports are intended solely for the information and use of UK and its board of trustees and audit committee; the CPB (WUKY Radio attestation); and the Kentucky Auditor of Public Accounts, Secretary of Finance and Administration Cabinet of the Commonwealth of Kentucky, Department for Facilities Management of the Commonwealth of Kentucky, Council on Postsecondary Education and Governor of Kentucky (Kentucky's Lease Law); and are not intended to be and should not be used by anyone other than these specified parties.

## Nonattest Services

We will also provide you with the following nonattest services:

- Review or preparation of tax returns as further described below
- Preparation of arbitrage calculations as further described below

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Mary E. McKinley, partner; Joanie Duckworth, director; Jennifer Williams, director; and Bill Leachman, managing director, are responsible for supervising the engagements and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audits and attestation reports, addressed to the following parties:

**Entity Name**

UNIVERSITY OF KENTUCKY  
All other entities/departmental units

**Party Name**

Board of Trustees  
Board of Directors for each entity/departmental unit

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit and attestation services described above:

**Our  
Responsibilities**

We will conduct our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance, where applicable. We will also make reference to the audit of Kentucky Medical Services Foundation in our report on your financial statements for the University of Kentucky. Those standards require that we plan and perform:

- The audits of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audits.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions.

We will obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.



We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audits and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audits.

We will conduct our examinations in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examinations to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

## **Limitations & Fraud**

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audits.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examinations are properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

## Opinions and Reports

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagements.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagements.

## Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
  - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
  - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financial statements
  - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
  - Additional information that we may request for the purpose of the audits
- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
  - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
  - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
  - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
  - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
  - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
  - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
  - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
  - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

- **Attestation Support**
  - To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.
  - At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.
  - Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

**Written  
Confirmations  
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review  
Report**

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request it from your engagement executive.

## Scope of Services – Arbitrage Calculation Services

We will provide services to in connection with the general receipts bond issuances with respect to the arbitrage rebate requirement as defined in Section 148(f) of the Internal Revenue Code (Code) and the regulations thereunder for the period July 1, 2023, to June 30, 2024 (Computation Period).

Our services and report are intended solely for the information and assistance of the following and are not intended to be and should not be used by anyone other than these specified parties:

- University of Kentucky (UK)
- US Bank

We will perform the procedures enumerated below with respect to the Bond Issue for the Computation Period.

1. Review bond documents for elections made regarding arbitrage.
2. Review the fund transactions on trustee statements and, if applicable, determine exceptions or exemptions from rebate calculations.
3. If required, perform arbitrage calculations using methodologies defined by Section 148 of the Code and related regulations for the Computation Period.
4. Provide a written report documenting the results of our procedures for the Computation Period solely for the information and assistance of the parties specified above.
5. Prepare Internal Revenue Service Form 8038-T, if necessary.

Management has sole responsibility for the sufficiency of the procedures. We make no representation regarding the sufficiency of the work performed. In addition, procedures are not designed to discover defalcations or other irregularities should any exist.

We will not update our report for or disclose any event or circumstances after the date of our report.

The following apply for these services:

### Our Responsibilities

We will not make management decisions, perform management responsibilities or obligations, or manage the operations of the business, the responsibility for which remains with management and the board of trustees. We will also not act or appear to act in a capacity equivalent to that of a member of management or an employee of UK.

We will use and rely on information furnished to us by you, your employees and representatives, and the trustee, and may use and rely on information available from generally recognized public sources. We are not responsible for the accuracy and completeness of the information and are not responsible to investigate or verify it.

We will not be representing UK during compliance-related discussions with regulatory agencies.

## **Limitations & Fraud**

This engagement is not designed to prevent or discover errors, misrepresentations, fraud, or illegal acts, and you agree we have no such responsibility.

Our work does not include any services not specifically outlined in this contract.

## **Opinion**

We will perform this engagement in accordance with the Statement on Standards for Consulting Services established by the American Institute of Certified Public Accountants (AICPA). This engagement will not constitute an examination, audit, attestation, or agreed-upon procedures engagement as those services are defined under relevant AICPA standards. Accordingly, we will not provide an audit or attest opinion or other form of assurance and will not verify or audit any information provided to us. In addition, we will express no opinion as to whether the investments allocated to gross proceeds of the Bonds were acquired and sold at fair market value.

## **Your Responsibilities**

Management acknowledges and understands their responsibility for the following:

- Providing us with accurate and complete information necessary to complete the engagement
- Ensuring UK's staff and stakeholders are available to assist us in performing our services, including but not limited to interviews and information requests, providing feedback, and reviewing on a timely basis
- Providing us access to appropriate systems considered necessary to complete the engagement
- Establishing and maintaining its internal controls

## Scope of Services – Tax Services

We will also prepare the following returns and reports. If there are other tax returns you expect us to prepare, please inform us as soon as possible.

For the year ending June 30, 2024:

- Form 990-T, *Exempt Organization Business Income Tax Return*, for UK
- Form 990, *Return of Organization Exempt from Income Tax*, for the following:
  - UK Research Foundation
  - UK Gluck Equine Research Foundation
  - UK Mining Engineering Foundation, Inc.
  - UK Humanities Foundation, Inc.
  - Central Kentucky Management Services, Inc.
  - UK Real Estate Foundation

The contract signer(s) represent they are the individual(s) responsible for the tax matters of all entities listed in the Schedule of Tax Deliverables and have the authority to enter into this agreement on behalf of each of these entities.

Complexities and uncertainties related to various provisions of new laws, the continued issuance of guidance by governmental authorities, and ongoing revisions to reporting requirements by the IRS may affect our services. Our fees do not consider additional efforts driven by these developments, and fees will be billed based upon the time, skills, and resources required.

The original due dates of the returns to be prepared are listed in the Schedule of Tax Deliverables. In order to ensure there is adequate time for us to complete your returns by the due date, the information needed to complete the returns must be received no later than three weeks before the federal return due date or, if applicable, the information receipt date(s) specified on the Schedule of Tax Deliverables.

If you would like for us to apply for extensions of time to file tax returns on your behalf, you must notify us of this request at least one week prior to the original tax return due date.

In the case of extended returns, the information needed to complete your tax returns must be received no later than November 1, 2024.

You authorize that any and all information furnished to us for or in connection with the preparation of tax returns under this contract may, for a period of up to three years from the date of this contract, be disclosed to Sutherland Global Services, Inc.; SurePrep, LLC; The Outsourced Accountant, Inc. (TOA Global); Thomson Reuters Corporation; Staffing Accountants LLC (SAPRO); and/or Makosi Audit and Tax Services, LLC, collectively located outside the United States, engaged directly or indirectly in providing tax planning or preparation of tax returns. Disclosures under this paragraph may consist of all information contained in tax returns. If you wish to request a limited disclosure of tax return information, you must inform us. You acknowledge that your tax return information may be disclosed to our affiliates, related entities, or subcontractors located outside the United States.

Tax returns will be prepared from information you furnish to us. We will not audit, or otherwise verify, any information you provide, although we may ask you to clarify or provide additional information where warranted by the rules and standards applicable to us as tax preparers.

We are not responsible for detecting defalcation, irregularities, fraud, or errors perpetrated or caused by others, should any exist. Nor are we responsible for any internal control deficiencies or supervision of your employees, if applicable.

Unless we are specifically advised otherwise by you, we will rely upon information reflected in tax returns which were not prepared by us and on any other information provided by another tax return preparer as being accurate. You agree we are not responsible for the completeness and accuracy of such information or the results of any reliance thereon.

The following apply for the tax services described above:

### **Filing Requirements**

You may be required to file returns in additional jurisdictions, and you are ultimately responsible for meeting your filing requirements. We are not responsible for any returns other than those listed in the contract. However, we are available for consultation regarding your filing responsibilities.

This engagement does not include any tax services not specifically listed in the contract. However, upon your request, we would be pleased to research and/or consult with you regarding other tax matters, such as proposed or completed transactions or projections. A separate contract or addendum may be required for significant or nonroutine tax consulting projects. We will render additional invoices for such services based upon the time, skill, and resources, including use of our proprietary information required to complete the services.

### **FinCEN Form 114**

Generally, all U.S. persons are required to file FinCEN Form 114, *Report of Foreign Bank and Financial Accounts* (FBAR), annually if they have a financial interest in or signature authority over financial accounts, including bank, securities, or other types of financial accounts, in a foreign country and the aggregate value of these financial accounts exceeded \$10,000 at any time during the calendar year. Failure to file an FBAR when required may potentially result in civil penalties, criminal penalties, or both.

Unless our contract indicates otherwise, we have not been engaged to prepare your FBAR. However, upon your request, we are available to assist you in meeting this filing obligation. A separate addendum to this contract will be issued to document your request and our acceptance of this additional service. If you wish to engage us to assist with your FBAR filing, additional fees will apply. It is your responsibility to inform us of all financial interests in or signature authority over foreign financial accounts.

### **Your Responsibilities**

Management has the final responsibility for the returns and representations therein and, therefore, should review them carefully before signing. Management is also responsible for timely filing of returns and timely payment of any amounts due.

**You acknowledge that we are prohibited from transmitting any electronic tax return until we have received the appropriate Form 8879 IRS e-file Signature Authorization and any similar state and local equivalent authorization from you.**

If an extension of time is required, any tax that may be due with your return(s) must be paid with that extension. Any amounts not paid by the filing deadline are subject to interest and late payment penalties.



It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all the documents, canceled checks, and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of your returns to a taxing authority.

### **Taxing Authorities**

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to assist you and will render additional invoices for the time and expenses incurred.

### **Tax Positions & Transactions**

We will be available during the course of the engagement to answer your questions, provide relevant tax information, and render advice relating to your tax positions. Our advice is based upon tax reference materials, facts, assumptions, and representations that are subject to change. We will not update our advice or deliverables after the conclusion of the engagement for subsequently enacted legislative or administrative changes or future judicial interpretations.

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided there is sufficient support for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return and will follow the position you request. You are responsible for making all decisions regarding tax positions on your returns. Notwithstanding anything to the contrary, we will not be required to take any position which might subject us to a tax return preparer penalty; we will advise you of the same, and we reserve the right to withdraw from this engagement if you wish to continue to take such tax position. In the event of our withdrawal, you shall continue to be responsible and obligated to pay our fees through the date of withdrawal.

If you wish to take a tax position based upon the advice of another tax advisor, you agree upon our request to obtain a written statement from the advisor confirming that the position should meet the "reasonable basis," "substantial authority," or "more likely than not" standard, as applicable.

We offer additional services such as R&D credit, transfer pricing, and other studies to assist you with evaluating and documenting specific return positions. Unless otherwise stipulated in this contract, such services are not part of this engagement but may be incorporated upon your written request and our written consent to do so.

## **Penalties**

The law provides for a penalty as high as \$200,000 per transaction for failure to adequately disclose certain transactions the U.S. Department of Treasury designates as “reportable transactions.” Information on reportable transactions, including links to the specific transactions identified, may be found on the IRS website (<https://www.irs.gov/businesses/corporations/abusive-tax-shelters-and-transactions>), or you may request a listing of transactions from us. Unless notified in writing, we will prepare your return with the assumption you have not engaged in any reportable transaction.

The law provides other penalties that may be imposed when taxpayers understate their tax liability or fail to timely file or pay.

**Schedule of Tax Deliverables**

<b>Entity Legal Name</b>	<b>Jurisdiction</b>	<b>Form</b>	<b>Original Return Due Date</b>	<b>Agreed Information Submission Date</b>
University of Kentucky	Federal	990-T	11/15/2024	See note below*
UK Research Foundation	Federal	990	11/15/2024	See note below*
UK Gluck Equine Research Foundation	Federal	990	11/15/2024	See note below*
UK Mining Engineering Foundation, Inc.	Federal	990	11/15/2024	See note below*
UK Humanities Foundation, Inc.	Federal	990	11/15/2024	See note below*
Central Kentucky Management Services, Inc.	Federal	990	11/15/2024	See note below*
UK Real Estate Foundation	Federal	990	11/15/2024	See note below*

\*Note: Agreed information submission dates will be agreed upon by the management of University of Kentucky and FORVIS at a later date.

## HIPAA Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into by and between **FORVIS, LLP** (hereinafter referred to as “Business Associate”) and University of Kentucky (hereinafter referred to as “Covered Entity”).

### RECITALS

Business Associate provides services to Covered Entity under this contract (the “Contract”), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Contract, some of which may constitute Protected Health Information (“PHI”).

The purpose of this BAA is to comply with all applicable federal and state laws governing the privacy of PHI. As used herein, the Privacy Rule and the Security Rule are each deemed to include the amendments thereto, collectively referred to as “HIPAA/HITECH Final Omnibus Rule,” that are included in the:

- Modifications to the *Health Insurance Portability and Accountability Act of 1996* (“HIPAA”) Privacy, Security, Enforcement, and Breach Notification Rules Under the *Health Information Technology for Economic and Clinical Health Act* (the “HITECH Act”) and the Genetic Information Nondiscrimination Act
- Other Modifications to the HIPAA Rules
- Final Rule (the “Omnibus Rule”), 78 Fed. Reg. 5565

Notwithstanding the terms of this or any other agreement between Covered Entity and Business Associate, Business Associate shall comply with all of its statutory and regulatory obligations stated under the HIPAA/HITECH Final Omnibus Rule. The terms stated herein shall have the same definitions as provided in HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Permitted Uses and Disclosures.** Except as described in the enumerated subparagraphs below, Business Associate shall not use or disclose PHI received from Covered Entity or created on behalf of Covered Entity. Exceptions:
  - 1.1. As reasonably necessary to provide the services in the Contract;
  - 1.2. As otherwise permitted or required by this BAA;
  - 1.3. As required by law; and
  - 1.4. For the proper management and administration of Business Associate’s business and to disclose PHI in connection with such management and administration, and to carry out the legal responsibilities of the Business Associate, provided Business Associate obtains reasonable assurances from the recipient that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Business Associate requires the recipient to notify it of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2. **Safeguards.** Business Associate shall not use or disclose PHI other than as permitted or required by the BAA or as required by law.

- 2.1. Business Associate shall establish and maintain appropriate safeguards and shall comply with the Security Rule with respect to electronic PHI (“ePHI”) to prevent the use or disclosure of such ePHI other than as provided for by the Contract including this BAA.

- 2.2. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3. **Subcontracts.** In accordance with the requirements of the Privacy Rule and the Security Rule, Business Associate shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

4. **Obligations of Covered Entity.** Covered Entity shall obtain any consent or authorization that may be required by HIPAA, or applicable state law, prior to furnishing Business Associate with PHI, including ePHI. Covered Entity shall notify Business Associate of:
  - 4.1. Any limitation(s) in the Covered Entity’s notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI;
  - 4.2. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI; and
  - 4.3. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Covered Entity shall provide to Business Associate only the minimum PHI necessary to perform the services set forth in a Contract.

5. **Reporting, Notification, and Mitigation.**

- 5.1. Reporting. Business Associate shall notify Covered Entity of any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided that with respect to Unsuccessful Security Incidents (as defined below), Business Associate shall report to Covered Entity any such Unsuccessful Security Incidents that are material to the protection of Covered Entity’s PHI. For purposes of this Business Associate Agreement, the term “Unsuccessful Security Incident” shall mean any

security incident that does not result in any unauthorized access, use, disclosure, modification, or destruction of ePHI or any interference with system operations in Business Associate's information system.

5.2. Notification. To assist Covered Entity in fulfilling its responsibility to notify individuals and others of a breach involving Unsecured PHI as required by HIPAA and applicable state law, the notification shall include, to the greatest extent reasonably possible:

- i. Each individual whose unsecured PHI was subject to the breach; and
- ii. Any other available information Covered Entity is required to include in its legally required notification to individual(s) or others.

5.3. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

## 6. Term and Termination.

6.1. Term. The Term of this BAA shall be effective as of the last date signed and shall terminate without any further action of the parties upon the expiration or termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph 6.2 of this section, whichever is sooner.

6.2. Termination for Cause. Covered Entity may terminate this BAA if Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

6.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;
- iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to termination; and
- v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed

by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6.4. Survival. The obligations of Business Associate under this section shall survive the termination of this BAA.

7. **Designated Record Set.** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall:

7.1. Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and

7.2. Incorporate any amendments or corrections to PHI at the request of Covered Entity in accordance with 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

8. **Accounting of Disclosures.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

9. **Access to Records.** Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

10. **Insurance.** Business Associate shall maintain insurance coverage in form and amount necessary to cover data loss and/or damage or the unauthorized disclosure and/or fraudulent use of data. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing the coverage.

11. **Privilege.** No statutory or common law privilege, including privileges established or recognized by the attorney-client, accountant-client, or other legal privilege, shall be deemed to have been waived by virtue of this BAA.

12. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.

13. **Integration.** Any reference in this Agreement to a section of the HIPAA/HITECH Final Omnibus Rule, and applicable regulations, means the section as in effect as amended and for which compliance is required.

14. **General.** This BAA is governed by, and shall be construed in accordance with, the laws of the State of Texas. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties.

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## FORVIS, LLP Terms and Conditions Addendum

### GENERAL

1. **Overview.** This addendum describes **FORVIS LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

### BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

### DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** UK agrees to be responsible for its own actions, the actions of its affiliates and subsidiaries and its officers, agents and employees to the extent and in the manner provided for by applicable law. We agree to indemnify and hold harmless UK, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits actions, expenses, damages, costs (including attorney fees of UK's choice and court costs), expenses and all liabilities of any nature or kind arising out of or relating to our acts of negligence in performing hereunder.

UK agrees that FORVIS, its subcontractors and their respective personnel shall not be liable to UK for any claims, liabilities or expenses relating to the engagement (Claims) for an aggregate amount in excess of the fees paid by UK to FORVIS pursuant to this engagement except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of FORVIS or its subcontractors.

In no event shall FORVIS, its subcontractors or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits whether or not deemed to constitute direct Claims or any consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to this engagement. In circumstances where all or any portion of the provision of this paragraph are finally judicially determined to be unavailable, the aggregate liability of FORVIS, its subcontractors and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault their conduct bears to all other conduct giving rise to such Claim.

7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is

earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition,

the applicable laws, regulations, and regulators' enforcement activities may change over time.

## **RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION**

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, i.e., FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.  
  
Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.
19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for

Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

## REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.

23. **FORVIS Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

## TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

## OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party



service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.

dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Hiring of FORVIS Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to FORVIS personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after FORVIS stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor