CALL TO ORDER

INVOCATION

INTRODUCTION OF GUESTS

MINUTES
November 16, 2017 Regular Board Meeting Minutes

CONSENT AGENDAS | Trustee Shane Hooper

ACADEMIC AFFAIRS

1. SYSTEM – Approval of New Academic Programs
   a. ASU - Bachelor of Arts in General Studies (Complete 2 Compete Adult Degree Completion Program)
   b. JSU – Professional Interdisciplinary Studies (Complete 2 Compete Adult Degree Completion Program)
   c. MVSU – Advanced Learning Concentration in General Studies (Complete 2 Compete Adult Degree Completion Program)
   d. UM – Bachelor of University Studies (Complete 2 Compete Adult Degree Completion Program)
   e. USM – Bachelor of Liberal Studies (Complete 2 Compete Adult Degree Completion Program)
   f. UMMC – Bachelor of Science in Health Sciences (Complete 2 Compete Adult Degree Completion Program)

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2. UM – Request for Approval to Enter into a Contractual Services Agreement with Commissioning & Green Building Solutions, Inc.
3. UM – Request for Approval to Enter into a Contractual Services Agreement with EPI-USE American, Inc.
4. UM – Request for Approval to Enter into a Contractual Services Agreement with Voyager Sopris Learning, Inc.
5. UMMC – Request for Approval to Amend a Master Agreement with Abbott Laboratories, Inc.
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ADJOURNMENT
Minutes

November 16, 2017, Regular Meeting Minutes
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
November 16, 2017

BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 22, 2016, to each and every member of said Board, said date being at least five days prior to this November 16, 2017 meeting. At the above-named place there were present the following members to wit: Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christine Pickering, Dr. Douglas Rouse, Mr. C.D. Smith and Dr. J. Walt Starr. The meeting was called to order by President C.D. Smith. Trustee Alan Perry introduced Dr. Seetha A. Srinivasan, Director Emeritus of the University Press of Mississippi, to provide the invocation.

INTRODUCTION OF GUESTS

- President Smith welcomed the following Student Government Association Officers to the meeting: Patrick Herbert, SGA President at Alcorn State University; Ashley Griffin, SGA President at Delta State University; Alexis Moore, SGA President at Jackson State University; Tyler McMurray, SGA President at Mississippi State University; Aisha Ghimire, SGA President at Mississippi University for Women; Kamberlin King, SGA President at Mississippi Valley State University; Dion Kevin, SGA President at the University of Mississippi; William Thomas, SGA President at the University of Mississippi Medical Center; Erin Dyer, student at the University of Mississippi Medical Center; and Cameron Cloud, SGA President at the University of Southern Mississippi.

PRESENTATION

- All eight public university presidents received The Seven Seals Award at the Board of Trustees meeting held today in Jackson. The Award was presented by the Mississippi Employer Support of the Guard and Reserve (MSESGR) in recognition of significant individual or organizational achievement, initiative, or support that promotes and supports the ESGR mission. Major General Janson D. Boyles, Adjutant General of Mississippi, presented the awards.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on October 19, 2017.

ANNOUNCEMENT

Commissioner Glenn Boyce congratulated the university presidents on increases the number of graduates. Mississippi Public Universities will confer 4,663 degrees in December, representing an increase of 235 more degrees than were awarded in December 2016.
CONSENT AGENDAS

Item #11 on the Finance Consent Agenda was moved to the Finance Regular Agenda for consideration. Item #28 on the Real Estate Consent Agenda was moved to the Real Estate Regular Agenda for consideration. On motion by Trustee Dye, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas as amended.

ACADEMIC AFFAIRS

1. MUW – Approved the following new academic program: Bachelor of Professional Studies (CIP 24.0199).
2. SYSTEM – Approved the following degrees to be conferred in December 2017 provided each candidate has met all requirements for the degree.

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University of Mississippi Medical Center

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November 16, 2017

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

**November 16, 2017**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
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### FINANCE

3. **SYSTEM** – Approved the request to escalate the *Ayers* Endowment Diversity Program budget for Alcorn State University and Jackson State University. These escalations are needed to cover increased costs associated with program operating costs. The original budgets were approved at the June 2017 Board meeting. At that time, estimates of available funding were used to build the budget for these programs. Actual funding is now known, and the institutions have requested to revise their budgets to equal actual sources as shown.

#### Alcorn State University

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Current Budget FY 2018</th>
<th>Budget Revision</th>
<th>Revised Budget FY 2018</th>
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<tbody>
<tr>
<td>Salaries, Wages &amp; Fringe Benefits</td>
<td>$122,225</td>
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<td>$122,225</td>
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<td>Travel</td>
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<td>Contractual Services</td>
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<tr>
<td>Commodities</td>
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<td>Capital Outlay:</td>
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<tr>
<td>Equipment</td>
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<td>Library Resources</td>
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<td>Student Aid</td>
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<td>Total</td>
<td>$610,730</td>
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#### Jackson State University

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<tr>
<th>Object of Expenditure</th>
<th>Current Budget FY 2018</th>
<th>Budget Revision</th>
<th>Revised Budget FY 2018</th>
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<td>Salaries, Wages &amp; Fringe Benefits</td>
<td>$610,730</td>
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<td>Capital Outlay:</td>
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<tr>
<td>Equipment</td>
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</tr>
<tr>
<td>Student Aid</td>
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4. **SYSTEM** – Approved the request to increase the total expenditure amount for the agreement with KPMG, LLP to $3,499,500. The original estimate did not include an estimate for major programs identified or existing programs that require audits more frequently, nor did it anticipate the increases related to implementation of GASB Standards No. 68 and No. 72, that have been agreed.
to in the annual engagement letters. The agreement became effective upon full execution of all
parties, May 16, 2014. The agreement will expire 120 days after the conclusion of the last services
performed. The total estimated cost of the original contract was $2,949,500. An additional
$550,000 will be added to the contract to pay for additional auditing services. The new total
estimated cost for the agreement is $3,499,500. Contractual costs will be share among the IHL
institutions based upon each’s proportionate share of the worked audit hours. E&G funding sources
will be the primary means for these payments. As the Board is being asked to provide approval to
modify the total expenditure amount of the agreement, no additional approval by the Attorney
General’s Office is required. The agreement is on file in the Board Office.

5. DSU – Approved the request to enter into an operating agreement with TouchNet Information
Systems, Inc., for online payment processing and to allow prepayment of the annual Application
Subscription Program fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or
Services. The term of the agreement is five years upon signature. Access rights granted commence
on November 1, 2017 and continue through October 31, 2022, in anticipation of contract being
executed. The estimated total cost over this period is $317,921.16. No training or implementation
costs will be necessary. The annual fee will be paid by the Office of Information Technology with
E&G funds. The agreement, which was reviewed and approved by the Attorney General’s Office
prior to the Board’s approval of this item, is on file in the Board Office.

6. MSU – Approved the request to enter into a multi-year contract with the American Chemical
Society (ACS) for access to the ACS Web Editions online journal package. The term of the
contract is January 1, 2018 – December 31, 2020. The total amount of the three-year agreement
is $319,747.00 to be paid as follows: 2017 $100,650; 2018 $106,466; and 2019 $112,631. The
contract will be funded by general funds. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board
Office.

7. MSU – Approved the request to amend contract #012064 with AssetWorks LLC for annual
software maintenance and support for their facilities and space management software system AiM
to include annual maintenance costs for two recently purchased modules Capital Planning &
Project Management (CPPM) and the CPPM Fire Mobile Application (Aim Fire). While the
amount of this amendment is not in excess of $250,000, requiring IHL Board approval, this
addendum does push the total expenditure under this contract over the $250,000 threshold. In
accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board
approved the request to pay this contract in advance annually as payment at the beginning of the
service year is standard procedure in this industry. No change is requested in term of contract
which will remain September 1, 2016 through August 31, 2021. The Amendment will be effective
the date first signed by both parties and will end on August 31, 2021. The addendum requires an
additional amount of $140,244 through August 31, 2021 for the CPPM and Aim Fire
modules/licenses. The total due from the point of the amendment through August 31, 2021 is
$263,521.07. The agreement, which was reviewed and approved by the Attorney General’s Office
prior to the Board’s approval of this item, is on file in the Board Office.

8. MSU – Approved the request to amend the agreement with SirsiDynix in order to migrating from
a locally hosted server environment to a vendor-hosted environment for the remaining 2 years of
the agreement. SirsiDynix provides specialized library software and services for the members of
the Mississippi Library Partnership. The SirsiDynix Library Automation System is the software
used by the libraries to manage their collections including providing an online catalog, and the
modules required to manage the collections (i.e. circulation, cataloging, acquisitions, serials control, reporting). The term of the contract is July 1, 2014 to June 30, 2019. The new contract amount for FY18 will be $243,665.11 (previously $207,665.11) and FY19 will be $227,159.20 for a total of $470,824.31. This amount is within the Mississippi Department of Information Technology Services CP1 approved budget for the project. Each member of the Mississippi Library Partnership pays Mississippi State University Libraries for a portion of their overall contract fee. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

9. MSU – Approved the request to amend a subscription agreement with Wiley Subscription Services, Inc. for access to electronic journals for education and research purposes. In accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to make two prepayments for service. The amendment extends the term of the license for two years starting on January 1, 2018 and ending on December 31, 2019. The total cost of the agreement is $942,050.96. The cost of the agreement in Year 1 is $466,361.86 and the cost of the agreement in Year 2 is $475,689.10. The cost in Year 2 is capped at a 2% increase over the cost in Year 1. Adjustments to journals in the subscription may change the cost of the amendment. MSU will make a prepayment each January for access it will receive over the course of the year. The agreement will be funded by general funds. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

10. UM – Approved the request to enter into a contract with SAP America, Inc. (SAP) for SAP SuccessFactors Cloud Based Human Capital Management (HCM) Software. Additionally, in accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay annual fees for the Cloud Service(s) on an annual basis. This software will enhance UM’s employee recruitment, onboarding and performance evaluation/goal setting processes. The term of the contract is five years beginning in November of 2017. The contract dollar amounts are $138,171 per year for five years. The total contract value is $690,855. Note, however, that in the event of termination SAP will refund UM a pro rata amount equal to the unused fees for that year. The agreement will be funded by Educational & General funds. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

11. UM – Request to enter into an Agreement for the Operation of International Student Recruitment and Retention Programs with Shorelight Education, LLC and Shorelight-UM Global, LLC. Shorelight/UM Global will both recruit international students and, in cooperation with UM, operate an international accelerator language/pathways program. The contract is for a ten-year term, renewable for an additional ten years if the University receives at least $80,000,000 from tuition and fees related to the contract during the first nine years. This is a revenue contract. As additional international student tuition revenue is received, it will be allocated according to the schedule in the contract. Net revenue to the University is expected to be approximately $80,000,000 during the first nine years of the agreement. International student tuition provides the funding of this contract. The University currently receives approximately $3.7 million annually in revenue from international student tuition. Shorelight/UM Global will not receive net revenue from international student tuition until the University’s minimum revenue threshold reaches $4,000,000. The agreement, which was reviewed and approved by the Attorney General’s
12. **UMMC** – Approved the request to amend the agreement with Abbott Laboratories, Inc. to increase the annual cartridge purchase commitment in exchange for fifteen (15) new i-STAT systems and lower cartridge pricing. The term of the amendment will begin December 1, 2017 and is coterminal with the original agreement which ends August 31, 2020. The total amount of the amended agreement over five (5) years will be approximately $4,323,803.76. For the remainder of the agreement term, the Amendment will add $637,572.25 to the original approved cost of $3,686,231.51. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

13. **UMMC** – Approved the request to enter into an End User Agreement with Air Products and Chemicals, Inc. to provide liquid oxygen for patient consumption in all inpatient and outpatient care areas at UMMC facilities in Jackson. The term of the agreement is sixty (60) months, beginning on the date of first delivery, which is expected to be on or about February 1, 2018. UMMC will provide an update to the IHL Staff as to the exact start date once it has been determined. The total estimated cost over the five (5) year term is $1,193,359.53. A breakdown of costs is included in the bound November 16, 2017 Board Working File. This total is based upon historical oxygen volume purchases plus potential volume growth, as well as potential price increases for the tank rental and the product spend in years 3 and 4. The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

14. **UMMC** – Approved the request to enter into a Product Sale Agreement with Airgas, LLC to provide cylinder medical gases for patient consumption in all adult and pediatric inpatient and outpatient care areas at UMMC facilities in Jackson, Grenada, and Lexington. The initial term of the agreement is for five (5) years – December 1, 2017 through November 30, 2022. The total estimated cost over the five (5) year term is $826,018.02. A breakdown of costs is included in the bound November 16, 2017 Board Working File. This total is based upon historical cylinder medical gas purchases plus potential volume growth, as well as potential price increases up to CPI or a maximum of three percent (3%) beginning in Year 2. The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

15. **UMMC** – Approved the request to amend its Dialysis Products Purchase Agreement with Baxter Healthcare Corporation (Baxter) for the rental of dialyzer equipment used by patients on Peritoneal Dialysis (PD), as well as the purchase of associated disposables and commodities. The Amendment will allow UMMC to replace thirty-two (32) Home Choice Pro dialyzers with thirty-two (32) AMIA 2.0 Automated PD dialyzers and lower the pricing of the commodities UMMC purchases. The AMIA dialyzers are the newer model of dialyzer cyclers, with automated functionality to advance home PD therapy. The term of the existing agreement is two (2) years and ten (10) months, from February 1, 2016, through November 30, 2018. The Amendment will begin December 1, 2017, and end coterminal with the existing Agreement on November 30, 2018. The approved total cost of the existing Agreement is $5,280,807.02 over the two (2) years and ten (10) month term. To date, UMMC has spent $1,550,294.97 under the Agreement. Although the upgraded equipment has a higher monthly rental cost, Baxter agreed to lower the pricing on UMMC’s commodities by twenty-five percent (25%) to offset the rental costs.
Therefore, the proposed amendment will not cause an overall increase in the approved total cost. This agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

16. UMMC – Approved the request to enter into a Customer Optimization Plus Program Agreement with Covidien Sales, LLC, a Medtronic company, to allow UMMC to receive discounted pricing for Covidien commodities, to add equipment, and upgrade end-of-life capital equipment through a purchase commitment program. The commodities and equipment are related to pulse oximetry monitoring, depth of anesthesia monitoring, cerebral/somatic monitoring, and capnography. The term of this agreement is three (3) years - December 1, 2017 through November 30, 2020. The estimated cost of the three (3) year Agreement is $7,346,446.71. This amount is based upon UMMC’s historical purchase volume for the consumables, plus twenty percent (20%) annual volume growth. This agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

17. UMMC – Approved the request to enter into an Endoscopy Commitment Agreement (ECA) and Equipment Service Agreement (ESA) with Olympus America, Inc. The purpose of ECA is for UMMC to purchase disposables used with endoscopy scopes used in gastrointestinal (GI) procedures at multiple UMMC locations. The purpose of the ESA is for Olympus to provide repair services for the endoscopy scopes that UMMC owns and utilizes at its UP Belhaven facility. Under the ECA, UMMC commits to purchase a certain amount of disposables in exchange for a discount of the fees charged under the ESA. The term of the agreement is thirty-six (36) months - December 1, 2017 through November 30, 2020. The total combined amount of the ECA and ESA over three (3) years is $740,924.08. The total cost of the ESA is $169,342.48 over three (3) years. UMMC expects to purchase up to $571,581.60 in disposables. This agreement will be paid for by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

18. UMMC – Approved the request to enter into a License, Consulting Services and Support Agreement with Practice Diagnostic Systems, LLC (PDS) to install, implement, and maintain the PDS iMPower Web-based Analytic software application that will allow UMMC to manage overall accounts receivable for the entire health system. The PDS iMPower application measures productivity, performance, and effectiveness of each department, location, billing area, and individual provider, as well as patterns of payers’ erroneous claims handling. This system also will allow UMMC to identify trending of denials, success of appeals, reconsiderations, and aging of accounts receivable. Finally, UMMC will have enhanced capability to customize reports in a timelier manner to manage all aspects of financial performance for UMMC’s ambulatory area. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the prepayment of license fees. The term of this agreement is five (5) years beginning on March 21, 2018 and ending on March 20, 2023. The total estimated cost of the agreement over the five (5) year term is $462,152.41. A breakdown of costs is included in the bound November 16, 2017 Board Working File. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.
19. **UMMC** – Approved the request to enter into a Third Amendment to the Master Participant Enrollment and License Agreement with Vizient, Inc. and Vizient Data Services, LLC (collectively, Vizient). Vizient was formerly known as Vizient Data Services, LLC, which was formerly VHA-UHC Data NewCo, LLC, and prior to that, it was known as the University HealthSystem Consortium, or UHC. The third amendment would allow UMMC to extend the term of the existing agreement for the performance suite for an additional year. The term of the Third Amendment will begin on or about November 1, 2017, and will extend the current expiration date of the Master Participant Enrollment and License Agreement to December 31, 2018. The total cost of the Third Amendment is $356,250.70. This will bring the total cost of the Master Enrollment and License Agreement to $2,774,934.60. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

20. **USM** – Approved the request to enter into a Lease between the University and the University of Southern Mississippi Athletic Foundation (Foundation/Lessee). The premises involve approximately 150,195 square feet of the first and second floors of the Cook Library, located at 124 Golden Eagle Avenue Hattiesburg, MS 39406. During the term of the Lease, the Foundation will remodel and renovate the first and second floors of the Cook Library in accordance with plans and specifications as approved by USM. The renovations include the creation of the Bower Academic Center. USM shall accept the revised premises from the Foundation upon expiration of the term as consideration of the Lease herein. The portions of the Premises that are leased solely for renovating systems necessary for the completion of the Bower Academic Center will be released to USM when those systems are upgraded. The term of the Lease shall commence subsequent to IHL Board approval and full execution of the Lease and continuing through the earlier of (a) the date which is thirty days subsequent to the completion and acceptance of the completed Facilities as defined in the Lease or (b) June 30, 2020. The contract amount shall be $1.00 cash in hand. This lease is being funded through private funds. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

### REAL ESTATE

21. **UM** – Approve the appointment of Burns & McDowell Engineering Company, Inc. as the design professional for the utilities component of the UM master plan. This is an extension of the campus master plan and dovetails with it, but will be carried out by a different design firm with different areas of expertise. All utilities and plant buildings will be considered, where they should be placed, where they are deficient, and how improvements should be made. The results of the plan will form a road map for long-term growth. The planning firm will not be permitted to submit for any of the design work that results from the planning effort. The proposed project budget (for design fees only) is $850,000. Funds are available from Internal R&R ($850,000).

22. **UM** – Approved the initiation of **IHL 207-438, Deaton and Hefley Hall Elevator Refurbishment**, and the appointment of Corbett Legge & Associates, PLLC as the design professional. The university will replace the elevators in Deaton Hall and Hefley Hall. The Deaton Hall elevator, which is currently out of service, was installed in 1951 with control modifications in 2003. Hefley Hall was originally installed in 1980 and has only had exterior signals upgraded in the late 1990’s. The proposed project budget is $1,150,000. Funds are available from Student Housing Revenues and R&R Reserves ($1,150,000).
23. UM – Approved the initiation of **IHL 207-439, Crosby Hall HVAC Upgrades**, and the appointment of Corbett Legge & Associates, PLLC as the design professional. The university will replace existing VAV boxes, supply and return grills and the control system of Crosby Hall HVAC system. These upgrades will necessitate replacement of the ceiling in areas impacted by the work. The proposed project budget is $2.8 million. Funds are available from Student Housing Revenues and R&R Reserves ($2,800,000).

24. UM – Approved the initiation of **IHL 207-440, New Band Practice Filed**, and the appointment of Holcombe Norton Partners, Inc. as the design professional. The University expects the project cost to be in the range of $1,900,000 to $2,300,000. The University intends to construct a new practice field with proper drainage structures and lights, a new director’s tower, small storage building, and proper field access. The design professional will proceed with schematic and design development documents to more accurately determine the final project budget. The University will then submit a subsequent agenda item to the Board of Trustees to increase the budget as required to reflect the established scope of work and more refined costs. The proposed project budget (for design fees only) is $65,000. Funds are available from Private Gifts and Internal R&R ($65,000).

25. UMMC – Approved the initiation of **IHL 209-563, Campus Emergency Systems Upgrade**, and the appointment of Cooke Douglass Farr Lemons (CDFL) Architects + Engineers, P.A. as the design professional. The university will remove selected generators in the subbasement and install new generators at ground level on the exterior of the building. The project will allow the university to provide connectivity for portable generators that would be able to provide power to the chillers and cooling towers during a power outage. The proposed project budget is $3.5 million. Funds are available from UMMC SSA (Shared Services Administration) – Building Improvements ($3,500,000).

26. UMMC – Approved the initiation of **IHL 209-564, Sterile Processing Relocation**, and the appointment of Canizaro Cawthon Davis Architects as the design professional. The university will relocate the central sterile processing from the current location in the basement of the adult hospital to the basement of the north wing where materials management is currently located. A separate project will relocate materials management. The proposed project budget is $2 million. Funds are available from UMMC SSA (Shared Services Administration) – Building Improvements ($2,000,000).

27. UM – Approved the request to increase the budget for **IHL 207-421, Jackson Avenue Center Safe Room**, from $1.1 million to $1.3 million, an increase of $200,000. This is the first budget escalation request made for this project by the university. The University will construct an independent 2,500 square foot MEMA compliant safe room structure to hold 306 occupants. The safe room will be able to withstand winds up to 250 mph and will be located adjacent to the existing Jackson Avenue Center. Funds are available from Mississippi Emergency Management Agency (MEMA) – ($730,158) and Internal R&R ($569,842).

28. UMMC – Request to increase the project budget for **IHL 209-555, Children’s of Mississippi Expansion**, from $6 million to $180 million, an increase of $174 million. In addition, UMMC is requesting approval of the exterior design of the Children’s of Mississippi Expansion. A rendering is included in the bound *November 16, 2017 Board Working File*. This is the first budget escalation request made for this project by the university. The project will be approximately 340,000 square feet and will include a new diagnostic and treatment podium, clinics, and bed tower adjacent to the existing UMMC Batson Children’s Hospital. The project will include site and infrastructure
improvements, including parking for approximately 300-500 cars. Funds are available from EBC Bonds ($89,682,294); SB 2906, Laws of 2015 ($6,000,000); Pledges Received ($16,271,290); Committed Future Pledges ($28,046,416); and Intermediate Loan ($40,000,000). (THIS ITEM WAS MOVED TO THE REAL ESTATE REGULAR AGENDA FOR CONSIDERATION.)

29. **ASU** – Approved the request to name the University Track on the ASU campus as the “Mildrette Netter White Track”. As a former ASU track athlete, Mildrette Netter White qualified for the 1968 Nationals and Olympic trials and received numerous accolades, honors and awards. Mrs. White spent twenty-eight years teaching and coaching in the state of Mississippi.

30. **MSU** – Contingent upon the submission to the Attorney General’s Office of a final executed agreement, the Board approved the request to advertise and award the sale to the highest and best bid for timber sales 17-05PT from the Coastal Plain Branch Experiment Station in Newton County, Mississippi. The Attorney General’s Office has reviewed and approved this item contingent upon submission of a final executed agreement. The legal property description and timber sale process is listed below.

**Timber Sale No. 17-05PT, Coastal Plain Branch Experiment Station** -
The sale area is approximately 181 acres in size and is located in a portion of the N ½ and a portion of the SE ¼ of Section 21 in Township 6 North, Range 12 East in Newton County, Mississippi. This sale contains an estimated volume of 117,240 board feet of pine pole timber, 2,743,720 board feet of pine sawtimber, 884 tons of pine chip-n-saw, 354 tons of pine pulpwood, 181,140 board feet of hardwood sawtimber, and 1,822 tons of hardwood pulpwood. All trees must be cut and removed by December 31, 2019.

**Timber Sale Process:** The timber sale process on the Coastal Plain Branch Experiment Station, and other Mississippi State University owned lands, begins with the identification of the particular timber stand in need of thinning or a final harvest cut. This is identified by various means but mostly by directions taken from the Forest Management Plan. Other specific site characteristics may also dictate the need for the sale of timber. After the stand has been identified, the process of tree marking and sale identification begins. Once that is completed, the sale is computed and a bid prospectus is prepared and approved by the Dean of the College of Forest Resources and the Vice President of Agriculture, Forestry, and Veterinary Medicine. A request is made to the President of the university to advertise the timber sale for bid and to award the sale to the highest bidder who also satisfies all additional bid requirements. If/when the Board of Trustees approve that the sale may be advertised and awarded appropriately, a prospectus is sent to potential bidders with the vital details of the stand. Once the bids have been received in the Director of Purchasing office, a recommendation is made by the department to the President of the university to either accept or reject the bids. This recommendation has the approval of the Dean of the College of Forest Resources and the Vice President of Agriculture, Forestry, and Veterinary Medicine. If/when the President of the university concurs with the department’s recommendation to accept the bid, a contract is executed between the university and the highest and best bidder for that sale. This process continues obtaining the Director of Purchasing’s signature on the contract and then contacting the high bidder to set the closing. Finally, a meeting is set with the winning bidder to close the sale and to collect the remaining funds less the bid deposit amount.

31. **MSU** – Approved the exterior design of the Left Field Lofts at Dudy Noble Field-Polk DeMent Stadium. A rendering is included in the bound November 16, 2017 Board Working File. This project is fully funded by the Bulldog Club but the lofts will be constructed on leased land from the university and therefore requires Board approval of the exterior design. No state or university funds are being expended on this project. The Left Field Lofts will include twelve (12) total units, four (4) units per level. The units will be leased out either per game or per season by the Bulldog Club. The rooftop of the Left Field Lofts is a terrace for invited fans to watch the game.

32. **MSU** – Approved the exterior design of the **GS 105-355, Engineering and Science Complex**. A rendering is included in the bound November 16, 2017 Board Working File. The project shall consist of approximately 70,000 square feet of new construction, which will house classrooms, offices, teaching labs, research labs, two general chemistry labs, support space and high bay areas. This facility is the first building for the proposed Engineering and Science Complex. The
estimated project budget is $34 million. Funds are available from SB 2906, Laws of 2015 ($13,000,000); SB 2844, Laws of 2015 ($1,000,000); MSU Foundation Funds ($12,000,000); MSU Funds ($4,000,000); and EBC Funds ($4,000,000).

33. UM & UMMC – Approved the request to name the Medical Education Building on the UMMC campus as the “Phil Bryant Medical Education Building”. Governor Bryant was instrumental in securing funding for the building project, including $10 million a Community Development Block Grant funding from the Mississippi Development Authority to launch the effort as well as $64 million in bonds. The 151,000-square foot facility had its groundbreaking in January 2013 and opened in August 2017.

LEGAL

34. ASU – Approved the proposed affiliation agreement with Alcorn State University A-Club Alumni Association, Inc. as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

35. ASU – Approved the proposed affiliation agreement with Alcorn State University National Alumni Association, Inc. as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

36. ASU – Approved the proposed affiliation agreement with Alcorn State University National Alumni Association Foundation, Inc. as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

37. ASU – Approved the proposed affiliation agreement with Alcorn State University Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

38. DSU – Approved the proposed affiliation agreement with Delta State University Foundation, Inc. as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

39. JSU – Approved the proposed affiliation agreement with Jackson State University Development Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

40. JSU – Approved the proposed affiliation agreement with Jackson State University National Alumni Association, Inc. as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

41. JSU – Approved the proposed affiliation agreement with Mississippi E-Center Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.
42. **JSU** – Approved the proposed affiliation agreement with the JSU Tiger Fund Athletic Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

43. **JSU** – Approved the proposed affiliation agreement with The Blue Bengal Athletic Association, Inc. as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

44. **MSU** – Approved the proposed affiliation agreement with Mississippi State University Alumni, Incorporated as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

45. **MSU** – Approved the proposed affiliation agreement with Mississippi State University Foundation, Inc. as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

46. **MSU** – Approved the proposed affiliation agreement with the Bulldog Club, Inc. as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

47. **MSU** – Approved the proposed affiliation agreement with Mississippi State University Research and Technology Corporation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

48. **MUW** – Approved the proposed affiliation agreement with Mississippi University for Women Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

49. **MVSU** – Approved the proposed affiliation agreement with Mississippi Valley State University National Alumni Association as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

50. **MVSU** – Approved the proposed affiliation agreement with Mississippi Valley State University Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

51. **UM** – Approved the proposed affiliation agreement with the University of Mississippi Research Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

52. **UM** – Approved the proposed affiliation agreement with the Ole Miss Athletics Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.
53. **UM** – Approved the proposed affiliation agreement with the Alumni Association of the University of Mississippi as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

54. **UM** – Approved the proposed affiliation agreement with The University of Mississippi Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

55. **UMMC** – Approved the proposed affiliation agreement with the University of Mississippi Medical Center Research and Development Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

56. **USM** – Approved the proposed affiliation agreement with the University of Southern Mississippi Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

57. **USM** – Approved the proposed affiliation agreement with The University of Southern Mississippi Athletic Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

58. **USM** – Approved the proposed affiliation agreement with The University of Southern Mississippi Alumni Association as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

59. **USM** – Approved the proposed affiliation agreement with The University of Southern Mississippi Research Foundation as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The agreement, which was reviewed and approved by the Attorney General prior to the Board’s approval of this item, is on file in the Board Office.

60. **JSU** – Approved the request to appoint Dr. Debra Mays-Jackson as Legislative Liaison in compliance with Board Policy 201.0506 Political Activity.

61. **UMMC** – Approved the request to contract with Butler Snow, LLP to provide in-state lobbying and government relations consulting services. The contractual flat fee is $60,000 (payable $5,000 per month) and the contract provides for the reimbursement of reasonable expenses. The fee will be paid with self-generated funds. The term of the agreement is December 1, 2017 through November 30, 2018. Butler Snow’s client list is included in the bound *November 16, 2017 Board Working File*. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

**PERSONNEL REPORT**

62. **EMPLOYMENT**

**Alcorn State University**
Josephine Posey; *rehired retiree*; reemployment position: Consultant, Center for Culture and Learning – Archival Project; salary $15,625 pro rata; E&G Funds; reemployment period: November 1, 2017 - January 31, 2018
63. **OTHER ACTION**

**Delta State University**
In accordance with Board Policy 401.0102 Delegation of Authority, the Board approved the request to create the position of Vice President of University Advancement and External Relations. This position will report directly to the President, and will serve on the President's Cabinet and on the Executive Committee. The salary for this position will be in line with the salaries of the Vice President for Executive Affairs and the Vice President for Student Affairs.

**Mississippi State University**
(Revocation of Sabbatical approved March 2017)
Shirley Ann James Hanshaw; Associate Professor, English; from salary of $63,064.00 per annum, pro rata (nine-month contract); E&G Funds; to salary of $31,532.00 for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

**ADMINISTRATION/POLICY**
64. **ASU** – Approved the request to bestow one honorary degree at its December 2017 commencement ceremony. Supporting documents are on file at the Board Office.
65. **DSU** – Approved the request to bestow one honorary degree at its December 2017 and one at its May 2018 commencement ceremonies. Supporting documents are on file at the Board Office.
66. **UM & UMMC** – Approved the revision to the mission statement as shown below.

**Mission Statement**
As Mississippi’s flagship, first comprehensive, public university and academic medical center, the University of Mississippi transforms lives, communities, and the world by providing opportunities for the people of Mississippi and beyond through excellence in learning, discovery, healthcare, and engagement.

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<th>Oxford &amp; Regional Campus Mission</th>
<th>Medical Center Campus Mission</th>
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<td>The mission of the University of Mississippi is to create, evaluate, share, and apply knowledge in a free, open, and inclusive environment of intellectual inquiry. Building upon a distinguished foundation in the liberal arts, the state’s first comprehensive university serves the people of Mississippi and the world through a breadth of academic, research, professional, and service programs. The University of Mississippi provides an academic experience that emphasizes critical thinking; promotes research and creative achievement to advance society; uses its expertise to engage and transform communities; challenges and inspires a diverse community of undergraduate, graduate, and professional students; offers enriching opportunities outside the classroom; supports lifelong learning; and develops a sense of global responsibility.</td>
<td>The mission of the University of Mississippi Medical Center is to improve the health and well-being of patients and the community through excellent training for health care professionals, engagement in innovative research, and the delivery of state-of-the-art health care.</td>
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67. **USM** – Approved the request to bestow one honorary degree at its December 2017 commencement ceremony. Supporting documents are on file at the Board Office.
On motion by Trustee Pickering, seconded by Trustee Parker, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Finance Agenda. On motion by Trustee Pickering, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve agenda item #2. A motion was made by Trustee Pickering, seconded by Trustee Rouse, to approve agenda items #3 - #6. Trustee Pickering rescinded her motion. Agenda items #3 - #7 were tabled and moved to the end of the agenda for consideration. Agenda item #8 was removed from the agenda for further consideration. On motion by Trustee Pickering, seconded by Trustee Starr, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #9. On motion by Trustee Pickering, seconded by Trustee Hooper, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #10. On motion by Trustee Pickering, seconded by Trustee Hooper, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #11.

1. **UMMC** – Approved a bond resolution issuance through the Medical Center Educational Building Corporation (MCEBC) Revenue Bonds in one or more taxable and/or tax-exempt series to finance the costs of (a) the Children’s of Mississippi Expansion ($91,000,000) and (b) current and/or advance refunding and defeasance of all or a portion of the MCEBC bonds, Series 2009, issued in the original principal amount of $105,605,000 to achieve net present value savings. The Board approved the form of bond documents. Hilltop Securities will serve as financial advisor. Butler Snow LLP will serve as bond counsel, in accordance with the terms of the contractual agreement for legal services approved by the Office of Attorney General. J.P. Morgan, Morgan Stanley, and Raymond James will serve as senior underwriters. For the new money portion, the bonds will mature no longer than thirty (30) years. For the refunding portion, the term of the new bonds will closely match the term of the existing debt which is being refinanced. MCEBC expects to issue an amount not to exceed $91,000,000 in new bonds. For the refunding, MCEBC expects to issue an estimated maximum of $72 million par value in fixed rate bonds to support this current and/or advance refunding and refinancing. *(See Exhibit 1 for bond resolution.)* The bond resolution and form of bond documents have been reviewed and approved by the Attorney General’s Office.

2. **UMMC** – Approved the request to amend its current Limited Supply Agreement with PETNET Solutions, Inc. (PETNET) for the purchase of Amyvid, a drug used for Positron Emission Tomography (PET) imaging of the brain in adults who are being evaluated for Alzheimer's disease and other causes of cognitive decline. UMMC originally projected the total cost of the Agreement to be less than $250,000. However, due to an increased number of research studies and patients using the drug, the Agreement now exceeds $250,000. The term of the Agreement is two (2) years, from September 1, 2016, through September 2018. The estimated cost of the Agreement is $754,224.00. Each dose of Amyvid is $2,756.00, plus regular or STAT delivery charges. The new estimated cost includes growth potential for additional research studies or patients during the remainder of the contract term. The Agreement is funded by the grant funds or hospital patient revenue, as applicable. As the Board is being asked to approve additional expense under an ongoing agreement, no approval by the Attorney General’s Office is required.

3. **UMMC** – Request to enter into a new Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to sublease approximately 5,440 square feet of clinical space located at 8950 Lorraine Road in Gulfport, Mississippi, for use as a pediatric outpatient clinic. Pursuant
to Board Policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests approval to prepay rent on the first day of each month. The initial term of the agreement is twenty-seven (27) months and five (5) days, beginning March 26, 2018, and ending June 30, 2020. The total cost of the Sublease is $379,329.17 over the twenty-seven (27) months and five (5) days term. UMMC’s base rent will be $10,132 per month, or $283,696 total, plus an estimated $95,633.17 in operating expenses over the term of the Sublease. Operating expenses were estimated based on historical cost data from MHG, adjusted upward for inflation of 1.5% in the second year of the lease. The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS MOVED TO THE END OF THE AGENDA FOR CONSIDERATION.)

4. UMMC – Request to enter into a new Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to sublease approximately 4,500 square feet of clinical space located at 12259 Highway 49 in Gulfport, Mississippi, for use as a pediatric outpatient clinic. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay rent on the first day of each month. The term of the agreement is twenty-three (23) months and five (5) days, beginning March 26, 2018, and ending February 28, 2020. The total cost of the Sublease is $278,451.42 over the twenty-three (23) month and five (5) day term. UMMC’s base rent will be $8,460 per month, or $203,040 total, plus an estimated $75,411.42 in operating expenses over the term of the Sublease. Operating expenses were estimated based on historical cost data from MHG, adjusted upward for inflation of 1.5% in the second year of the Sublease. The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS MOVED TO THE END OF THE AGENDA FOR CONSIDERATION.)

5. UMMC – Request to enter into a new Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to sublease approximately 2,229 square feet of clinical space located at 920 Tommy Munro Drive in Biloxi, Mississippi, for use as a pediatric outpatient clinic. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay rent on the first day of each month. The initial term of the agreement is thirty-eight (38) months and five (5) days, beginning March 26, 2018, and ending May 31, 2021. The total cost of the Sublease is $226,864.79 over the thirty-eight (38) months and five (5) days term. UMMC’s base rent will be a total of $161,969.24, plus an estimated $64,895.66 in operating expenses over the term of the Sublease. The initial base rent is $4,040.06 per month, subject to the annual increase in the Consumer Price Index, not to exceed three percent (3%). UMMC has included the maximum three percent (3%) annually in its calculation of the total cost. Operating expenses were estimated based on historical cost data from MHG, adjusted upward for inflation of 1.5% each subsequent year of the Sublease. The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS MOVED TO THE END OF THE AGENDA FOR CONSIDERATION.)

6. UMMC – Request to enter into a new Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to sublease approximately 2,880 square feet of clinical space located at 833 Highway 90 in Bay St. Louis, Mississippi, for use as a pediatric outpatient clinic. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
November 16, 2017

request to prepay rent on the first day of each month. The initial term of the agreement is five (5) months and five (5) days, beginning March 26, 2018, and ending August 31, 2018. Upon MHG’s renewal of its lease with Dr. Artigues, the Sublease will extend through August 31, 2021, for a total term of three (3) years, five (5) months, and five (5) days. The total cost of the Sublease is $279,633.36 over the initial and renewal term. UMMC’s base rent will be a total of $189,346.41, plus an estimated $90,286.95 in operating expenses over the term of the Sublease. The initial base rent is $4,320 per month, subject to the annual increase in the Consumer Price Index, which UMMC has estimated as a two and a half percent (2.5%) annually. Operating expenses were estimated based on historical cost data from MHG, adjusted upward for inflation of 1.5% each subsequent year of the Sublease. The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS MOVED TO THE END OF THE AGENDA FOR CONSIDERATION.)

7. **UMMC** – Request to enter into a Neonatology Services Agreement with Southern Mississippi Neonatology, P.A. (SMN) to provide neonatology services to patients of the neonatal intensive care unit (NICU) at Memorial Hospital at Gulfport (MHG) in Gulfport, Mississippi. The initial term of the Agreement is two (2) years, from January 22, 2018, through January 21, 2020. The Agreement will automatically renew for additional one (1) years terms, up to five (5) years, or January 21, 2023. The total amount of the Agreement over five (5) years is $1,710,000. The fixed rate for the neonatology services is $342,000 per year. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS MOVED TO THE END OF THE AGENDA FOR CONSIDERATION.)

8. **UMMC** – Request to enter into a Lease Agreement with Winston County Medical Foundation (WCMF) for approximately 3,085 square feet of clinical space located at 17280 East Main Street, Louisville, MS, for UMMC’s Department of Dermatology. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board also approved the prepayment of rent on the first day of each month. The term of the Lease Agreement is sixty (60) months with a single five (5) year automatic renewal term. UMMC expects the commencement date of the Lease Agreement to be on or about March 22, 2018, which would cause the expiration date to be March 21, 2028. The total cost over the ten (10) year term of the Lease Agreement is $726,267.62. Beginning in Year 2, UMMC has included an annual price increase of two percent (2%). The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS REMOVED FROM THE AGENDA FOR FURTHER CONSIDERATION.)

9. **MSU** – Approved a bond Resolution authorizing the Mississippi State University Educational Building Corporation (MSUEBC) to issue up to a maximum aggregate principal amount of $110,000,000 of debt obligations (however denominated) for the purpose of refunding the MSUEBC Revenue Bonds, Series 2011 and 2013, the form of bond documents, and the project professionals as follows: Financial Advisor – First Southwest, a division of Hilltop Securities, Inc.; Bond Counsel – Jones Walker LLP; and Underwriters – Raymond James & Associates, Inc., Morgan Stanley & Co. LLC and such other underwriters as are named in the Bond Purchase Agreement. Payment to Bond Counsel is $1.15 for every $1,000 in par value of bonds sold. The financial advisor provided an independent analysis showing potential net present value (NPV)
savings based on market conditions as of November 7, 2017. The financial advisor estimates an NPV savings of $5,054,448, or 5.43%. Long-term bonds in one or more taxable or tax-exempt series will be issued with maturities not to exceed thirty (30) years. Maximum aggregate principal amount of $110,000,000 for the refunding, at an estimated All-In Interest cost of 3.44%. Funds are available from existing cash flow from the projects refinanced with the Debt Obligations. (See Exhibit 2 for bond resolution.) The bond resolution and form of bond documents have been reviewed and approved by the Attorney General’s Office.

10. USM – Contingent upon the Attorney General’s approval of the Agreement for Bond Counsel Legal Services between Butler Snow and the Southern Mississippi Educational Building Corporation (SMEBC), the Board approved a bond resolution authorizing the SMEBC to issue up to a maximum aggregate principal amount of $58,000,000 of debt obligations (however denominated) for the purpose of refunding the SMEBC Revenue Bonds, Series 2013, the form of bond documents, and the project professionals as follows: Financial Advisor – First Southwest, a division of Hilltop Securities, Inc.; Bond Counsel – Butler Snow LLP; and Underwriter – Raymond James. Payment to Bond Counsel is $1.90 for every $1,000 in par value of bonds for the first $25,000,000 of bonds issued and $1.15 per $1,000 of bonds issued over and above $25,000,000. Total estimated fee assuming $58,000,000 of bonds are issued is $85,450 plus expenses. The financial advisor provided an independent analysis showing potential net present value (NPV) savings based on market conditions as of October 23, 2017. The financial advisor estimates an NPV savings of $1,345,282, or 3.01%. Long-term bonds in one or more taxable or tax-exempt series will be issued with maturities not to exceed thirty (30) years. The cost will be a maximum aggregate principal amount of $58,000,000 for the refunding, at an estimated All-In Interest cost of 3.60%. Funds are available from existing cash flow from the projects refinanced with the Debt Obligations. (See Exhibit 3 for bond resolution.) The bond resolution and form of bond documents have been reviewed and approved upon Agreement for Bond Counsel Legal Services between Butler Snow and the SMEBC.

11. UM – Approved the request to enter into an Agreement for the Operation of International Student Recruitment and Retention Programs with Shorelight Education, LLC and Shorelight-UM Global, LLC. Shorelight/UM Global will both recruit international students and, in cooperation with UM, operate an international accelerator language/pathways program. The contract is for a ten-year term, renewable for an additional ten years if the University receives at least $80,000,000 from tuition and fees related to the contract during the first nine years. This is a revenue contract. As additional international student tuition revenue is received, it will be allocated according to the schedule in the contract. Net revenue to the University is expected to be approximately $80,000,000 during the first nine years of the agreement. International student tuition provides the funding of this contract. The University currently receives approximately $3.7 million annually in revenue from international student tuition. Shorelight/UM Global will not receive net revenue from international student tuition until the University’s minimum revenue threshold reaches $4,000,000. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA FOR CONSIDERATION.)
Trustee Hooper recused himself from voting on items #1 and #2 by leaving the room before there was any discussion or a vote regarding the same. After Trustee Hooper left the room, on motion by Trustee Parker, seconded by Trustee Duff, with Trustees Hooper and McNair absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Real Estate Agenda. With Trustee Hooper out of the room, on motion by Trustee Parker, seconded by Trustee Duff, with Trustee Hooper absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #2. On motion by Trustee Parker, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve agenda item #3. Item #4 was approved on a split vote as shown below.

1. **MSU** – Approved the request to change the funding source for **IHL 205-287, MSU Parking Garage North**, from EBC Bonds to Internal R&R funds. The project budget will remain the same. The Board also approved the exterior design for the project. A rendering of the facility is included in the bound November 16, 2017 Board Working File. The design professional is McCarty Architects. The exterior skin of the new multi-story facility shall comply with the architectural design standards of the University and will be located on the north side of campus, east of Howell Hall, with approximately 500 parking spaces. In addition, the facility shall be designed to expand upward for future parking levels. The estimated project budget is $9 million. Funds are available from Internal R&R Funds ($9,000,000).

2. **UM** – Approved the request to hire an owner’s representative via the “Request for Qualifications” (RFQ) and interview process for **IHL 207-376, STEM Building**. The University will hire an experienced team of construction professionals to assist the Owner in overseeing and evaluating construction costs, expenses, construction scheduling, construction quality, and day-to-day site operations of the Construction Manager at Risk (CMAR) on the STEM project. The design professional is McCarty Architects. The proposed project budget is $14 million. Funds are available from Internal R&R Funds ($14,000,000).

3. **UMMC** – Approved the request to increase the project budget for **IHL 209-555, Children’s of Mississippi Expansion**, from $6 million to $180 million, an increase of $174 million. In addition, UMMC is requesting approval of the exterior design of the Children’s of Mississippi Expansion. A rendering is included in the bound November 16, 2017 Board Working File. This is the first budget escalation request made for this project by the university. The project will be approximately 340,000 square feet and will include a new diagnostic and treatment podium, clinics, and bed tower adjacent to the existing UMMC Batson Children’s Hospital. The project will include site and infrastructure improvements, including parking for approximately 300-500 cars. Funds are available from EBC Bonds ($89,682,294); SB 2906, Laws of 2015 ($6,000,000); Pledges Received ($16,271,290); Committed Future Pledges ($28,046,416); and Intermediate Loan ($40,000,000). (THIS ITEM WAS MOVED FROM THE REAL ESTATE CONSENT AGENDA FOR CONSIDERATION.)
A motion was made by Trustee Parker, seconded by Trustee Dye, to approve agenda item #4. The motion passed on a 9 to 3 vote. Board members voting for the motion were: Dr. Ford Dye, Mr. Shane Hooper, Mrs. Ann Lamar, Dr. Alfred McNair, Mr. Hal Parker, Mr. Alan Perry, Mrs. Christy Pickering, Dr. Doug Rouse, and Mr. C.D. Smith. Board members voting against the motion were: Mr. Tom Duff, Mr. Chip Morgan, and Dr. Walt Starr.

4. **UMMC** – Approved the request to move forward on Phase II - Construction under the construction manager at risk (CMAR) services agreement with Brasfield & Gorrie, L.L.C. (B&G) for **IHL 209-555, Children’s of Mississippi Expansion Project**. Phase II will commence upon receipt by B&G of a Notice to Proceed from UMMC. This Notice will set the date at which construction shall commence and will provide the number of days in which the project must be completed. B&G has provided a guaranteed maximum price (GMP) for the project pursuant to the requirements of the contract. The term of the contract is expected to be four (4) years. This will include 210 days for completion of Phase I and thirty (30) months for completion of Phase II. UMMC is requesting approval for Phase II at this time. The cost associated with Phase II, shall not exceed $135,464,856.00. Phase II of the project will be funded by long-term and intermediate term fixed bond rates, state appropriations, patient revenues, and development funds.

**LEGAL AGENDA**
Presented by Trustee Alan Perry, Chair

Agenda items #1 and #2 were moved to the Executive Session Agenda for consideration.

1. **UMMC** – Settlement of Tort Claim No. 3095. *(THIS ITEM WAS MOVED TO EXECUTIVE SESSION.)*

2. **UMMC** – Settlement of Tort Claim No. 3109. *(THIS ITEM WAS MOVED TO EXECUTIVE SESSION.)*

**ADMINISTRATION/POLICY AGENDA**
Presented by Commissioner Glenn F. Boyce

On motion by Trustee Hooper, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Administration/Policy Agenda.

1. **SYSTEM** – Approved the following Board meeting dates and locations for January through December 2018. Should committee meetings be held, they will most likely occur on the Wednesday prior to the Board meeting dates.

   - Thursday, January 18, 2018 Board Office
   - Thursday, February 15, 2018 Board Office
   - Thursday, March 22, 2018 Board Office
   - Thursday, April 19, 2018 Board Office
   - Thursday, May 17, 2018 Board Office
   - Thursday, June 21, 2018 Board Office
   - Thursday, July 19, 2018 Subject to Call
   - Thursday, August 16, 2018 Board Office
   - Thursday, September 20, 2018 Board Retreat
   - Thursday, October 18, 2018 Board Office
   - Thursday, November 15, 2018 The University of Mississippi
   - Thursday, December 20, 2018 Subject to Call
INFORMATION AGENDA
Presented by Commissioner Glenn F. Boyce

ACADEMIC AFFAIRS
1. SYSTEM – The institutions below are offering the existing academic programs online to expand student access by providing an alternative program delivery method to traditional classroom instruction.
   a. ASU is offering the Bachelor of Science in Child Development
   b. ASU is offering the Bachelor of Science in Business Administration
   c. MSU is offering the Bachelor of Science in Industrial Technology
   d. MSU is offering the Bachelor of Business Administration
   e. MSU is offering the Master of Science in Educational Leadership (concentration in School Administration)
   f. MSU is offering the Master of Science in Technology Mississippi State University is offering the Master of Agribusiness Management
   g. MSU is offering the Master of Professional Accountancy
   h. MSU is offering the Master of Taxation
   i. MVSU is offering the Master of Science in Criminal Justice
   j. USM is offering the Doctor of Nursing Practice in Nursing (Clinical) - Hybrid
   k. USM is offering the Doctor of Nursing Practice in Nursing (BSN to DNP Leadership in Nursing) - Hybrid
   l. USM is offering the Master of Education in School Counseling - Hybrid
   m. USM is offering the Master of Public Health in Public Health (Health Policy and Administration)
   n. USM is offering the Educational Specialist in Education (Special Education)
   o. USM is offering the Bachelor of Science in Business Administration in Management
   p. USM is offering the Bachelor of Science in Nursing (RN-BSN)
   q. USM is offering the Bachelor of Science in Medical Laboratory Science (MLT to MLS)

2. SYSTEM – The Board received the annual report on institutional accreditation. A table summarizing the system accreditation activity for the period beginning July 1, 2016 and ending June 30, 2017 is included in the bound November 16, 2017 Board Working File.

3. SYSTEM – The Board received the annual report of Halbrook Award Winners for Academic Achievement among Athletes 2016-2017.

<table>
<thead>
<tr>
<th>David C. Halbrook Awards for Academic Achievement Among Athletes(^a)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public University Division – Men</strong></td>
</tr>
<tr>
<td><strong>Public University Division – Women</strong></td>
</tr>
<tr>
<td><strong>Independent College Division Overall</strong></td>
</tr>
<tr>
<td><strong>Community and Junior College Division Overall</strong></td>
</tr>
<tr>
<td><strong>John C. and Ernestine McCall Halbrook Improvement Award(^b)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>David M. Halbrook Certificate Award for Academic Achievement Among Athletes(^c)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Institution</strong></td>
</tr>
<tr>
<td>Public Division</td>
</tr>
<tr>
<td>Alcorn State University</td>
</tr>
<tr>
<td>Delta State University</td>
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<tr>
<td>Jackson State University</td>
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</tbody>
</table>
# MINUTES OF THE BOARD OF TRUSTEES OF
# STATE INSTITUTIONS OF HIGHER LEARNING
# November 16, 2017

<table>
<thead>
<tr>
<th>Institution</th>
<th>Male Recipient</th>
<th>Female Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi State University</td>
<td>Richard Brown <em>(Industrial Tech)</em></td>
<td>Dominique Dillingham <em>(Exer Phys)</em></td>
</tr>
<tr>
<td>Mississippi Valley State University</td>
<td>Deion Reid <em>(HPE&amp;R)</em></td>
<td>Mariana Massaro Balbao <em>(Bus Adm)</em></td>
</tr>
<tr>
<td>University of Mississippi</td>
<td>Craig Engels <em>(Gen Studies/Bus)</em></td>
<td>Aubrey Edie <em>(Elementary Edu)</em></td>
</tr>
<tr>
<td>University of Southern Mississippi</td>
<td>Picasso Nelson, Jr. <em>(Fin/Real Est)</em></td>
<td>Dani Block <em>(Biological Science)</em></td>
</tr>
</tbody>
</table>

### Independent Division

<table>
<thead>
<tr>
<th>Institution</th>
<th>Male Recipient</th>
<th>Female Recipient</th>
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</thead>
<tbody>
<tr>
<td>Belhaven University</td>
<td>Scott Malcolm <em>(Psychology)</em></td>
<td>Mary Lichlyter <em>(Social Work)</em></td>
</tr>
<tr>
<td>Blue Mountain College</td>
<td>Jonas White <em>(Social Science)</em></td>
<td>Mallorie Sweat <em>(Exercise Science)</em></td>
</tr>
<tr>
<td>Millsaps College</td>
<td>Lee Ogletree <em>(Biology)</em></td>
<td>Kim Klunk <em>(Biology)</em></td>
</tr>
<tr>
<td>Mississippi College</td>
<td>Kyle Smith <em>(Accounting)</em></td>
<td>Sydney Chandler <em>(Exercise Science)</em></td>
</tr>
<tr>
<td>Rust College</td>
<td>Avery T. Moore <em>(Biology)</em></td>
<td>Julie Jean-Baptiste <em>(Sociology)</em></td>
</tr>
<tr>
<td>Tougaloo College</td>
<td>Dedrick Barkley <em>(Mathematics)</em></td>
<td>Taylor Kangethe <em>(Econ/Bus)</em></td>
</tr>
<tr>
<td>William Carey University</td>
<td>Peyton Owen <em>(English)</em></td>
<td>Kimberly Gilbert <em>(Pre-Med)</em></td>
</tr>
</tbody>
</table>

### Community and Junior College Division

<table>
<thead>
<tr>
<th>Institution</th>
<th>Male Recipient</th>
<th>Female Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coahoma Community College</td>
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<td>Not Submitted</td>
</tr>
<tr>
<td>Copiah-Lincoln Comm. College</td>
<td>Stephen Hayes Thompson</td>
<td>Jule Elaine Kraner</td>
</tr>
<tr>
<td>East Central Community College</td>
<td>Samuel Thompson</td>
<td>Chaney Mills</td>
</tr>
<tr>
<td>East Mississippi Comm. College</td>
<td>Corley Reynolds</td>
<td>Mallory Vance</td>
</tr>
<tr>
<td>Hinds Community College</td>
<td>Ryan Wheeless</td>
<td>Bethanie Myers</td>
</tr>
<tr>
<td>Holmes Community College</td>
<td>Zachary Boone</td>
<td>Micah Redd</td>
</tr>
<tr>
<td>Itawamba Community College</td>
<td>Bryce Hunt</td>
<td>Marlee Hatcher</td>
</tr>
<tr>
<td>Jones County Junior College</td>
<td>Shelton Wallace</td>
<td>Abbey Graham</td>
</tr>
<tr>
<td>Meridian Community College</td>
<td>John Taylor Champion</td>
<td>Abagail Lee Pate</td>
</tr>
<tr>
<td>MS Delta Community College</td>
<td>Not Submitted</td>
<td>Not Submitted</td>
</tr>
<tr>
<td>MS Gulf Coast Comm. College</td>
<td>Watt Adkinson</td>
<td>Nora Keehn</td>
</tr>
<tr>
<td>Northeast MS Comm. College</td>
<td>Joshua Martin Stillman</td>
<td>Hannah Makayla Cox</td>
</tr>
<tr>
<td>Northwest MS Comm. College</td>
<td>Zakary M. Harbin</td>
<td>Zoe Adozinda Saraiva</td>
</tr>
<tr>
<td>Pearl River Community College</td>
<td>Parker Dungan</td>
<td>Jordan Ahlgren</td>
</tr>
<tr>
<td>Southwest MS Comm. College</td>
<td>Bryce J. Baker</td>
<td>Kayla A. Sanchez</td>
</tr>
</tbody>
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### FINANCE

4. **SYSTEM** - As part of the *Ayers* Settlement Agreement, publicly and privately funded endowments were created for the benefit of Alcorn State University, Jackson State University, and Mississippi Valley State University. The *Ayers* Investment Report summarizes the activity in the endowment accounts for FY 2017 and is included in the bound *November 16, 2017 Board Working File*.

### REAL ESTATE

5. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the October 19, 2017 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 4.)
MINUTES OF THE BOARD OF TRUSTEES OF
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November 16, 2017

LEGAL
6. SYSTEM – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 5.)

ADMINISTRATION/POLICY
7. SYSTEM – The Board received the 2017 December commencement schedules.

Alcorn State University
Time/Date: 10:00 a.m., Friday, December 8, 2017
Location: Davey L. Whitney Health and Physical Education Complex
Speaker: Dr. Caleph B. Wilson, Field Application Scientist, Miltenyi Biotec

Delta State University
Graduate Commencement Exercises
Time/Date: 10:00 a.m., Saturday, December 9, 2017
Location: Bologna Performing Arts
Speaker: Dr. Ronald G. Koehler, Chair Emeritus for the Department of Art and Professor Emeritus of Art; 2017 Recipient of S.E. Kossman Outstanding Teacher Award, Delta State University

Undergraduate Commencement Exercises
Time/Date: 2:00 p.m., Saturday, December 9, 2017
Location: Bologna Performing Arts
Speaker: Dr. Ronald G. Koehler, Chair Emeritus for the Department of Art and Professor Emeritus of Art; 2017 Recipient of S.E. Kossman Outstanding Teacher Award, Delta State University

Jackson State University
Undergraduate/Graduate Commencement Exercises
Time/Date: 10:00 a.m., Friday, December 10, 2017
Location: Lee E. Williams Athletics and Assembly Center
Speaker: Dr. Kevin Murriel, Senior Pastor, Cascade United Methodist Church

Mississippi State University
Meridian Campus
Time/Date: 11:00 a.m., Thursday, December 7, 2017
Location: Kahlmus Auditorium, College Park Campus, MSU-Meridian
Speaker: Eddie Kelley, Meridian Division Manager, Mississippi Power

Starkville Campus
College of Architecture, Art and Design, College of Arts and Sciences, College of Education
Time/Date: 9:30 a.m., Friday, December 8, 2017
Location: Humphrey Coliseum
Speaker: Dr. Allen K. Sills, Jr., Chief Medical Officer, National Football League

Bagley College of Engineering, College of Agriculture and Life Sciences, College of Business, College of Forest Resources, College of Veterinary Medicine,
Time/Date: 4:00 p.m., Friday, December 8, 2017
Location: Humphrey Coliseum
Speaker: Dr. John D. Davis, IV, Neurosurgeon, NewSouth NeuroSpine
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Mississippi University for Women
Time/Date: 2:00 p.m., Friday, December 15, 2017
Location: Rent Auditorium, Whitfield Hall
Speaker: Mr. Joey Barnes, WCBI News

The University of Southern Mississippi
Time/Date: 9:00 a.m. and 3:00 p.m., Friday, December 8, 2017
Location: Bernard Reed Green Coliseum
Speaker: TBD

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

   a. JSU – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” On October 25, 2017, Commissioner Glenn F. Boyce approved the proposed Motor Vehicle License to Use Agreement between the university and Toyota Motor Sales, U.S.A., Inc. for the use of a Toyota Rav4 Hybrid vehicle by the JSU Athletic Department as part of a partnership between SWAC and Toyota. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

   b. MSU – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/ waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On October 17, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement with Hewlett Wood Products, Inc. for the lease of 6,250 square feet of space to be used for Bagley College of Engineering activities of the student competition teams, outreach coordinator, and storage. The lease renewal is for a one-year period beginning November 18, 2017 at a cost of $2,500 per month plus $280 per month for electricity, payable in advance at the beginning of each month. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

   c. MSU – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” On October 17, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement between MSU (lessee) and Union Station Hair Designers (lessor). This is a revenue generating lease for approximately 392 square feet of space in Colvard Student Union for the purposes of a hair salon. The term of the lease will be five years beginning December 1, 2017 and ending November 30, 2022 at a cost of either $800 per month or 15% of the gross sales for the five years, providing MSU with a minimum of $48,000 in revenue over the five-year term. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

   d. UM – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” On October 11, 2017, Commissioner
Glenn F. Boyce approved Amendment #1 to the July 1, 2017 Refueler Lease Agreement between the university and Ascent Aviation Group for the lease of two aviation refueler tanks. The Amendment is for the provision of an additional refueler truck during home games with larger than normal attendance. The additional truck will be provided at no additional cost. All other provisions of the original Lease Agreement remain unchanged. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

e. UMMC – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On October 11, 2017, Commissioner Glenn F. Boyce approved the Policies for Parking and Traffic Rules and Regulations, Revised September 2017.

f. USM – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On October 23, 2017, Commissioner Glenn F. Boyce approved the Commercial Lease Agreement between the university and Duff Amusement Company, Inc. for approximately 4,200 square feet of off-site warehouse storage space for use by Housing & Residence Life. The term of the lease is four years beginning November 1, 2017, at a cost of $1,600 per month, to be paid in advance monthly plus utilities at an average cost of $65 per month. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

ANNOUNCEMENTS

• Commissioner Glenn Boyce announced the award of a $3.5 million grant from the W. K. Kellogg Foundation for the Complete 2 Compete initiative. Funding provided by the foundation over the next two years will be used for C2C Tuition Assistance Grants that students may use to offset the costs of returning to pursue a degree.

• President C.D. Smith announced that a December meeting is not anticipated at this time. The next scheduled meeting will be January 2018 at the IHL Board Office.

• Dr. Jeff Vitter, Chancellor of the University of Mississippi, thanked the IHL Board for approving the naming of the Medical Education Building on the UMMC campus as the “Phil Bryant Medical Education Building”.

• President Smith invited the student government presidents to report on current activities on their campuses.
The meeting was called to order by Chairman Ford Dye at approximately 3:00 p.m. The following items were discussed.

1. The Committee discussed the quarterly clinical quality update. **No action was taken.**
2. Executive Session
   - On motion by Trustee Pickering, seconded by Trustee Duff, with Trustee Perry absent and not voting, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Perry absent and not voting, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:
     - Discussion of 4 sets of strategic business plans related to a public hospital.
   - During Executive Session, the following matters were discussed:
     - The Committee discussed the first set of strategic business plans related to a public hospital. **No action was taken.**
     - The Committee discussed the second set of strategic business plans related to a public hospital. **No action was taken.**
     - The Committee discussed the third set of strategic business plans related to a public hospital. **No action was taken.**
     - The Committee discussed the fourth set of strategic business plans related to a public hospital. **No action was taken.**
   - On motion by Trustee Pickering, seconded by Trustee Starr, with Trustee McNair absent and not voting, all trustees legally present and participating voted unanimously to return to open session.
3. On motion by Trustee Pickering, seconded by Trustee Hooper, with Trustee McNair absent and not voting, all Trustees legally present and participating voted unanimously to adjourn at approximately 5:30 p.m.

The following Committee members were present for the first half of the meeting: Dr. Ford Dye (Chair), Mr. Tom Duff, Mr. Shane Hooper, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christy Pickering, Dr. Doug Rouse (by phone), Mr. C. D. Smith, and Dr. Walt Starr.

**EXECUTIVE SESSION**

On motion by Trustee Pickering, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to close the meeting to determine whether or not to declare an Executive Session. On motion by Trustee Hooper, seconded by Trustee Pickering, with Trustee McNair absent and not voting, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

- Discussion of two state university litigation matters;
- Discussion of two personnel items at a state university; and
Discussion of strategic business plans related to a public hospital.

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

The Board discussed two personnel items at a state university. **No action was taken.**

On motion by Trustee Hooper, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3095, styled as *Charles Fisher vs. UMMC, et al.*, as recommended by counsel.

On motion by Trustee Dye, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3109, styled as *Mary Frances Smith vs. UMMC, et al.*, as recommended by counsel.

Trustee McNair recused himself from voting on or discussing the strategic business plans related to a public hospital. After Trustee McNair left the room, the Board discussed the strategic business plans related to a public hospital. **No action was taken**

**On motion by Trustee Pickering, seconded by Trustee Starr, with Trustee McNair absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.**

On motion by Trustee Pickering, seconded by Trustee Duff, with Trustee McNair absent and not voting, all Trustees legally present and participating voted unanimously to approve items #1 - #5 which were originally located on the Finance Regular Agenda.

1. **UMMC** – Approved the request to enter into a new Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to sublease approximately 5,440 square feet of clinical space located at 8950 Lorraine Road in Gulfport, Mississippi, for use as a pediatric outpatient clinic. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay rent on the first day of each month. The initial term of the agreement is twenty-seven (27) months and five (5) days, beginning March 26, 2018, and ending June 30, 2020. The total cost of the Sublease is $379,329.17 over the twenty-seven (27) months and five (5) day term. UMMC’s base rent will be $10,132 per month, or $283,696 total, plus an estimated $95,633.17 in operating expenses over the term of the Sublease. Operating expenses were estimated based on historical cost data from MHG, adjusted upward for inflation of 1.5% in the second year of the lease. The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. **(THIS ITEM WAS MOVED FROM THE FINANCE REGULAR AGENDA FOR CONSIDERATION.)**

2. **UMMC** – Approved the request to enter into a new Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to sublease approximately 4,500 square feet of clinical space located at 12259 Highway 49 in Gulfport, Mississippi, for use as a pediatric outpatient clinic. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay rent on the first day of each month. The term of the agreement is twenty-three (23) months and five (5) days, beginning March 26, 2018, and ending February 28, 2020. The total cost of the Sublease is $278,451.42 over the twenty-three (23) month and five (5) day term. UMMC’s base rent will be $8,460 per month, or $203,040 total, plus an estimated...
$75,411.42 in operating expenses over the term of the Sublease. Operating expenses were estimated based on historical cost data from MHG, adjusted upward for inflation of 1.5% in the second year of the Sublease. The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS MOVED FROM THE FINANCE REGULAR AGENDA FOR CONSIDERATION.)

3. **UMMC** – Approved the request to enter into a new Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to sublease approximately 2,229 square feet of clinical space located at 920 Tommy Munro Drive in Biloxi, Mississippi, for use as a pediatric outpatient clinic. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay rent on the first day of each month. The initial term of the agreement is thirty-eight (38) months and five (5) days, beginning March 26, 2018, and ending May 31, 2021. The total cost of the Sublease is $226,864.79 over the thirty-eight (38) months and five (5) days term. UMMC’s base rent will be a total of $161,969.24, plus an estimated $64,895.66 in operating expenses over the term of the Sublease. The initial base rent is $4,040.06 per month, subject to the annual increase in the Consumer Price Index, not to exceed three percent (3%). UMMC has included the maximum three percent (3%) annually in its calculation of the total cost. Operating expenses were estimated based on historical cost data from MHG, adjusted upward for inflation of 1.5% each subsequent year of the Sublease. The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS MOVED FROM THE FINANCE REGULAR AGENDA FOR CONSIDERATION.)

4. **UMMC** – Approved the request to enter into a new Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to sublease approximately 2,880 square feet of clinical space located at 833 Highway 90 in Bay St. Louis, Mississippi, for use as a pediatric outpatient clinic. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay rent on the first day of each month. The initial term of the agreement is five (5) months and five (5) days, beginning March 26, 2018, and ending August 31, 2018. Upon MHG’s renewal of its lease with Dr. Artigues, the Sublease will extend through August 31, 2021, for a total term of three (3) years, five (5) months, and five (5) days. The total cost of the Sublease is $279,633.36 over the initial and renewal term. UMMC’s base rent will be a total of $189,346.41, plus an estimated $90,286.95 in operating expenses over the term of the Sublease. The initial base rent is $4,320 per month, subject to the annual increase in the Consumer Price Index, which UMMC has estimated as a two and a half percent (2.5%) annually. Operating expenses were estimated based on historical cost data from MHG, adjusted upward for inflation of 1.5% each subsequent year of the Sublease. The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS MOVED FROM THE FINANCE REGULAR AGENDA FOR CONSIDERATION.)

5. **UMMC** – Approved the request to enter into a Neonatology Services Agreement with Southern Mississippi Neonatology, P.A. (SMN) to provide neonatology services to patients of the neonatal intensive care unit (NICU) at Memorial Hospital at Gulfport (MHG) in Gulfport, Mississippi. The initial term of the Agreement is two (2) years, from January 22, 2018, through January 21, 2020. The Agreement will automatically renew for additional one (1) years terms, up to five (5) years, or January 21, 2023. The total amount of the Agreement over five (5) years is $1,710,000. The
fixed rate for the neonatology services is $342,000 per year. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. (THIS ITEM WAS MOVED FROM THE FINANCE REGULAR AGENDA FOR CONSIDERATION.)

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Pickering, seconded by Trustee Parker, with Trustee McNair absent and not voting, all Trustees legally present and participating voted unanimously to adjourn the meeting.

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

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

Exhibit 1  Resolution authorizing the issuance through the Medical Center Educational Building Corporation Revenue Bonds in one or more taxable and/or tax-exempt series to finance the costs of (a) the Children’s of Mississippi Expansion ($91,000,000) and (b) current and/or advance refunding and defeasance of all or a portion of the MCEBC bonds, Series 2009, issued in the original principal amount of $105,605,000 for the purpose of refunding series bonds to achieve net present value savings.

Exhibit 2  Resolution authorizing the Mississippi State University Educational Building Corporation to issue up to a maximum aggregate principal amount of $110,000,000 of debt obligations (however denominated) for the purpose of refunding the MSUEBC Revenue Bonds, Series 2011 and 2013.

Exhibit 3  Bond Resolution authorizing the Southern Mississippi Educational Building Corporation (SMEBC) to issue up to a maximum aggregate principal amount of $58,000,000 of debt obligations (however denominated) for the purpose of refunding the SMEBC Revenue Bonds, Series 2013, the form of bond documents and contingent upon the Attorney General’s approval of the Agreement for Bond Counsel Legal Services between Butler Snow and the SMEBC.

Exhibit 4  Real Estate items that were approved by the IHL Board staff subsequent to the October 19, 2017 Board meeting.

Exhibit 5  Report of the payment of legal fees to outside counsel.
There came on for consideration by the Board of Trustees of State Institutions of Higher Learning the matter of issuance of revenue bonds by the Medical Center Educational Building Corporation. After a discussion of the subject, Trustee ________________ offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING THE MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION TO ISSUE REVENUE BONDS IN ONE OR MORE TAXABLE AND/OR TAX-EXEMPT SERIES IN THE MAXIMUM AGGREGATE PAR AMOUNT OF $165,000,000 (THE “BONDS”) TO FINANCE ALL OR A PORTION OF THE COSTS TO (A) ACQUIRE, CONSTRUCT, MAINTAIN, ENLARGE, IMPROVE OR EQUIP PUBLIC BUILDINGS, LAND AND FACILITIES AND TO MAKE OTHER CAPITAL IMPROVEMENTS ON THE CAMPUS OF THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (THE “MEDICAL CENTER”) LOCATED IN OR NEAR JACKSON, MISSISSIPPI IN THE COUNTIES OF HINDS, RANKIN AND MADISON (THE “PROJECT SITES”), INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION, EQUIPPING AND LANDSCAPING OF AN APPROXIMATELY 340,000 SQUARE FOOT EXPANSION OF THE CHILDREN’S OF MISSISSIPPI HOSPITAL, INCLUDING APPROPRIATE EXTERNAL INFRASTRUCTURE IMPROVEMENTS SUCH AS PARKING, UTILITIES, STREETS AND DRIVES, A NEW AMBULATORY AND OUTPATIENT CLINIC, CLINIC SPACES, A NEW DIAGNOSTIC AND TREATMENT PODIUM, AND BED TOWER ADJACENT TO THE EXISTING HOSPITAL; A NEW SERVICE ELEVATOR CONNECTION; A PARKING GARAGE; MODIFICATIONS TO ENTRANCES AND EXITS; AND NEW OFFICE SPACES (COLLECTIVELY, THE “CONSTRUCTION PROJECT”), PROVIDED THE BONDS ISSUED FOR THE CONSTRUCTION PROJECT ARE EXPRESSLY LIMITED TO A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $91,000,000; (B) CURRENT AND/OR ADVANCE REFUND AND DEFEASE FOR INTEREST RATE SAVINGS ALL OR A PORTION OF THE MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION REVENUE REFUNDING BONDS, SERIES 2009 (UNIVERSITY OF MISSISSIPPI MEDICAL CENTER FACILITIES REFINANCING), ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $105,605,000 (THE “REFUNDED BONDS”) (THE “REFUNDING PROJECT”); AND (C) PAY THE COSTS OF THE ISSUANCE, SALE AND DELIVERY OF THE BONDS (TOGETHER, (A), (B) AND (C) CONSTITUTE THE “PROJECT”); AUTHORIZING THE EXECUTION OF A GROUND LEASE BY AND AMONG THE UNIVERSITY OF MISSISSIPPI, THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING AND THE MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION AND A LEASE AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING AND THE MEDICAL CENTER EDUCATIONAL
BUILDING CORPORATION IN CONNECTION WITH THE ISSUANCE OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT BY AND BETWEEN THE TRUSTEE FOR THE BONDS AND THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING IN CONNECTION WITH THE SALE AND ISSUANCE OF THE BONDS; APPROVING THE FORM AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE BONDS; APPROVING THE FORM AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT PERTAINING TO THE BONDS; AUTHORIZING THE MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR APPROPRIATE IN CONNECTION WITH OBTAINING BOND INSURANCE FOR THE BONDS; APPROVING THE ENGAGEMENT BY THE MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION OF BUTLER SNOW LLP, AS BOND COUNSEL, HILLTOP SECURITIES, INC., AS FINANCIAL ADVISOR, AND J.P. MORGAN, AS SENIOR UNDERWRITER; APPROVING THE PURPOSES AND ACTIVITIES OF THE MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION; AGREEING TO ACCEPT TITLE TO THE FACILITIES FINANCED WITH THE PROCEEDS OF THE BONDS; AND FOR RELATED PURPOSES.

The Board of Trustees of State Institutions of Higher Learning (the “Board”) hereby finds, determines and adjudicates as follows:

1. The Board is charged with the management and control of all state institutions of higher learning pursuant to Article VIII, Section 213-A, Mississippi Constitution of 1890, and Chapter 101 of Title 37, Mississippi Code of 1972, as amended.

2. The University of Mississippi (the “University”), of which the University of Mississippi Medical Center (the “Medical Center”) is a part, was organized and incorporated as a state institution of higher learning pursuant to Sections 37-115-1 et seq., Mississippi Code of 1972, as amended, is controlled and managed by the Board pursuant to Sections 37-101-1 et seq., Mississippi Code of 1972, as amended, and is an educational institution owned and operated by the State of Mississippi by and through the Board.

3. The Medical Center Educational Building Corporation (the “Corporation”) was created as a public non-profit corporation, known as an educational building corporation, pursuant to a resolution of this Board under the authority of Sections 37-101-61 through 37-101-71, Mississippi Code of 1972, as amended (the “Act”), for the purpose of acquiring or constructing facilities for the University.

4. Pursuant to the Act and Sections 31-27-1 et seq., Mississippi Code of 1972, as amended (the “Refunding Act”), the Board of Directors of the Corporation proposes to issue its
revenue bonds in one or more taxable and/or tax-exempt series in the maximum aggregate par amount of $165,000,000 (the “Bonds”) to finance all or a portion of the costs (a) to acquire, construct, maintain, enlarge, improve or equip public buildings, land and facilities and to make other capital improvements on the campus of the University of Mississippi Medical Center (the “Medical Center”) located in or near Jackson, Mississippi in the counties of Hinds, Rankin and Madison (the “Project Sites”), including, but not limited to, construction, equipping and landscaping of an approximately 340,000 square foot expansion of the Children’s of Mississippi Hospital, including appropriate external infrastructure improvements such as parking, utilities, streets and drives, a new ambulatory and outpatient clinic, clinic spaces, a new diagnostic and treatment podium, and bed tower adjacent to the existing hospital; a new service elevator connection; a parking garage; modifications to entrances and exits; and new office spaces (collectively, the “Construction Project”), provided, the Bonds issued for the Construction Project are expressly limited to a maximum aggregate principal amount of $91,000,000; (b) to current and/or advance refund and defease for interest rate savings all or a portion of the Medical Center Educational Building Corporation Revenue Refunding Bonds, Series 2009 (University of Mississippi Medical Center Facilities Refinancing), issued in the original principal amount of $105,605,000 (the “Refunded Bonds”); and (c) to pay the costs of the issuance, sale and delivery of the Bonds (collectively, (a), (b), and (c) constitute the “Project”)

5. The Corporation shall lease the Project Sites from the Board and the University pursuant to a Ground Lease to be dated as of the first day of the month preceding the date of sale of the Bonds, by and among the Board, the University and the Corporation (the “Ground Lease”).

6. The Board shall lease the Project and the Project Sites from the Corporation pursuant to a Lease Agreement to be dated as of the first day of the month preceding the date of sale of the Bonds (the “Lease”).

7. The Board hereby determines that it is in the public interest and in its best interest to lease the Project Sites to the Corporation pursuant to the Ground Lease and to lease the Project and the Project Sites from the Corporation at the consideration set forth in the Lease and that it is necessary and appropriate to authorize the President of the Board and the Commissioner of Higher Education to execute and deliver the Ground Lease and the Lease for and on behalf of the Board.

8. The Corporation is authorized by the Act to issue the Bonds for the purposes set forth herein, which Bonds shall be payable solely out of the payments derived from the Lease and shall be solely and exclusively obligations of the Corporation and shall not be secured by the full faith and credit of the State of Mississippi, the Board or the University.

9. The Bonds will be issued by the Corporation on behalf of the Board for purposes of the Internal Revenue Code of 1986, as amended.

10. The Corporation has not made and does not intend to make any profit by reason of any business or venture in which it may engage or by reason of the Project, and no part of the Corporation’s net earnings, if any, will ever inure to the benefit of any person, firm or corporation other than the Board.
11. The Board, through the University, will have exclusive beneficial possession and use of all of the improvements comprising the Project.

12. The Board has full authority under the Constitution and laws of the State of Mississippi, and in the manner provided by statute, to exercise control of the use, distribution and disbursement of all funds, appropriations and taxes, now and hereafter in its possession, levied and collected, received or appropriated for the use, benefit, support and maintenance or capital outlay expenditures of the institutions of higher learning of the State of Mississippi, including the University, in addition to the authority to fix and maintain fees, rentals and other charges to be paid by students, faculty members and others using or being served by facilities of the institutions of higher learning.

13. It is appropriate for the Board to approve the Preliminary Official Statement (the “Preliminary Official Statement”) to be used in connection with the marketing of the Bonds and to authorize and approve the execution and distribution of a final Official Statement (the “Official Statement”) in connection with the sale of the Bonds.

14. The Corporation will sell the Bonds on a negotiated basis pursuant to a Bond Purchase Agreement (the “Bond Purchase Agreement”) with J.P. Morgan, as senior underwriter, and such other underwriters as are named in the Bond Purchase Agreement (collectively, the “Underwriter”). It is necessary and appropriate for the Board to approve the Underwriter as the senior underwriter for the Bonds. It is also necessary and appropriate to authorize the President of the Corporation to execute the Bond Purchase Agreement at such prices as may be determined by the Corporation, provided that, in either case, the following conditions are satisfied: the aggregate par amount of the Bonds shall not exceed $165,000,000, provided the Bonds issued for the Construction Project are expressly limited to a maximum aggregate principal amount of $91,000,000; the final maturity of the Bonds shall not be more than thirty (30) years from the dated date thereof; the interest rates on the Bonds shall not exceed the interest rates permitted by Mississippi law; and the terms and conditions of the Bonds shall otherwise comply with the provisions of the Act and the Refunding Act.

15. It is necessary in connection with the sale of the Bonds to enter into a Continuing Disclosure Agreement, and it is necessary and appropriate for the Board to approve the form, and authorize the execution, of a Continuing Disclosure Agreement.

16. To enhance the marketability of the Bonds, it may be desirable to obtain municipal bond insurance for the Bonds; and it is necessary and appropriate for the Board to authorize the Corporation to take such actions and execute such documents and agreements as may be necessary or appropriate to obtain bond insurance for the Bonds.

17. A portion of the Bonds may be issued as tax-exempt bonds (the “Tax-Exempt Bonds”) and a portion of the Bonds may be issued as taxable bonds (the “Taxable Bonds”). In order to protect the exclusion of interest on the Tax-Exempt Bonds, it is necessary for the Board to expressly agree to accept title to the portion of the Project financed with those Bonds that are
NOW, THEREFORE, THE BOARD HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Board hereby approves the purposes and activities of the Corporation. The Corporation is hereby authorized to issue the Bonds, in one or more taxable and/or tax-exempt series to be designated in the Bond Purchase Agreement, in the maximum aggregate par amount of $165,000,000 at such time as the Corporation is able to sell the Bonds to the Underwriter and at such prices as may be determined by the Corporation, provided that the other conditions of paragraph 14 above of this Resolution are also satisfied in connection therewith. The Corporation shall issue the Bonds to finance the costs of the Project and to pay the costs of the issuance, sale and delivery of the Bonds and interest on and expenses relating to the Bonds. The Corporation’s engagement of Hilltop Securities, Inc. as financial advisor to the Corporation with respect to the issuance of the Bonds, of Butler Snow LLP, as bond counsel with respect to the issuance of the Bonds, and of J.P. Morgan, as senior underwriter for the Bonds, is hereby approved. The Board also approves the University counsel to serve in his official capacity as counsel for both the University and for the Corporation in connection with the various transactions related to the Project and the sale and issuance of the Bonds, and the Board specifically waives any related conflict of interest.

SECTION 2. The Ground Lease is hereby approved, and the President of the Board and the Commissioner of Higher Education are hereby authorized to execute and deliver the Ground Lease under the seal of the Board for and on behalf of the Board, in substantially the form attached hereto as Exhibit A, with such completions, changes, insertions, and modifications as shall be approved by such officials, the execution thereof by such officials to be conclusive evidence of such approval.

SECTION 3. The Lease is hereby approved, and the President of the Board and the Commissioner of Higher Education are hereby authorized to execute and deliver the Lease under the seal of the Board for and on behalf of the Board, in substantially the form attached hereto as Exhibit B, with such completions, changes, insertions, and modifications as shall be approved by such officials, the execution thereof by such officials to be conclusive evidence of such approval.

SECTION 4. The Preliminary Official Statement prepared in connection with the sale of the Bonds and the distribution thereof are hereby approved in substantially the form attached hereto as Exhibit C with such completions, changes, insertions, and modifications as shall be approved by the Corporation. The Official Statement with respect to the Bonds is hereby approved in substantially the form of the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the Corporation; the distribution of said Official Statement in connection with the sale of the Bonds is hereby approved; and execution of said Official Statement by the President of the Corporation is hereby approved.

SECTION 5. Pursuant to the Continuing Disclosure Agreement, the Board will, when and if required, undertake to provide certain annual financial information and notices of the occurrence
of certain events, if material. A description of these undertakings with respect to the Bonds is set forth in the Preliminary Official Statement and will also be set forth with respect to the Bonds in the final Official Statement. The Continuing Disclosure Agreement is hereby approved in substantially the form attached hereto as Exhibit D, and the Commissioner of Higher Education is hereby authorized to execute and deliver the Continuing Disclosure Agreement under the seal of the Board for and on behalf of the Board, with such completions, changes, insertions, and modifications as shall be approved by said official, the execution thereof by such official to be conclusive evidence of such approval.

SECTION 6. The sale of the Bonds on a negotiated basis to the Underwriter is hereby authorized and approved at such prices as may be determined by the Corporation; provided that the Bond Purchase Agreement, when executed by the President of the Corporation, shall be in compliance with the requirements set forth in Section 1 hereof.

SECTION 7. The Corporation is hereby authorized to take such actions and execute such documents as may be necessary or appropriate to obtain municipal bond insurance for the Bonds, whether such municipal bond insurance is to be obtained being entirely within the discretion of the Corporation.

SECTION 8. The Board hereby covenants and agrees that it shall accept full legal title to the Project and any improvements and additions thereto upon retirement of the Bonds, and no further action shall be necessary by the Board at such time for full legal title to the Project and any improvements and additions thereto to immediately vest in the Board.

SECTION 9. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the clerk of the Board is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same, together with a transcript of all proceedings of the Corporation, to the State’s Bond Attorney for the institution of validation proceedings.

SECTION 10. The President of the Board and the Commissioner of Higher Education are further authorized to execute and deliver any additional documents, notices, instruments and certificates which may be required in connection with the sale and issuance of the Bonds. Further, from and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the Board are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance and sale of the Bonds and the execution and delivery of the Lease, the Ground Lease, the Continuing Disclosure Agreement or other documents necessary to conclude the issuance, sale and delivery of the Bonds and to authorize changes to any of the said documents, the execution of said documents being conclusive evidence of such approval. If the issuance and delivery of any series of the Bonds does not occur during the calendar year 2017, then the Board hereby fully authorizes the officers of the Corporation, the President of the Board or the Vice-President of the Board and the Commissioner
of Higher Education or the Associate Commissioner for Finance and Administration to approve all applicable and necessary changes to the documents attached hereto or otherwise and related to such change, including changing the series designation of the Bonds or providing for more than one series of taxable or tax-exempt bonds, if necessary, the execution of said documents being conclusive evidence of such approval.

SECTION 11. All prior orders, resolutions or proceedings in conflict with the provisions of this Resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Resolution shall become effective immediately upon the adoption thereof.

Following the reading of the foregoing resolution, Trustee ____________________ seconded the motion for its adoption, which motion received the affirmative vote of all Trustees present. The President thereupon declared the motion carried and the resolution adopted on this 16th day of November, 2017.

____________________________________
President, Board of Trustees of State Institutions of Higher Learning of the State of Mississippi

CERTIFICATE

I certify that the foregoing instrument is a true and correct copy of a resolution adopted by the Board of Trustees of State Institutions of Higher Learning of the State of Mississippi on November 16, 2017.

Executed on this, the 16th day of November, 2017.

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

(SEAL)
RESOLUTION AUTHORIZING MISSISSIPPI STATE UNIVERSITY
EDUCATIONAL BUILDING CORPORATION TO ISSUE REVENUE
REFUNDING BONDS IN THE MAXIMUM AGGREGATE PAR AMOUNT OF
$110,000,000 TO REFUND ALL OR A PORTION OF CERTAIN
OUTSTANDING MISSISSIPPI STATE UNIVERSITY EDUCATIONAL
BUILDING CORPORATION REVENUE BONDS TO BE IDENTIFIED IN THE
BOND PURCHASE AGREEMENT, AND TO PAY THE COSTS OF THE
ISSUANCE, SALE AND DELIVERY OF SAID BONDS; AUTHORIZING THE
EXECUTION OF A GROUND LEASE BY AND AMONG MISSISSIPPI STATE
UNIVERSITY, THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF
HIGHER LEARNING AND MISSISSIPPI STATE UNIVERSITY
EDUCATIONAL BUILDING CORPORATION AND A LEASE AGREEMENT
BY AND BETWEEN THE BOARD OF TRUSTEES OF STATE INSTITUTIONS
OF HIGHER LEARNING AND MISSISSIPPI STATE UNIVERSITY
EDUCATIONAL BUILDING CORPORATION IN CONNECTION WITH THE
ISSUANCE OF SAID BONDS; APPROVING THE FORM OF AND
AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE
AGREEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF
SAID BONDS; APPROVING THE FORM AND DISTRIBUTION OF A
PRELIMINARY OFFICIAL STATEMENT PERTAINING TO SAID BONDS;
APPROVING THE FORM AND DISTRIBUTION OF A FINAL OFFICIAL
STATEMENT PERTAINING TO SAID BONDS; AUTHORIZING MISSISSIPPI
STATE UNIVERSITY EDUCATIONAL BUILDING CORPORATION TO
TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AND
AGreements AS MAY BE NECESSARY OR APPROPRIATE IN
CONNECTION WITH OBTAINING BOND INSURANCE FOR SAID BONDS;
APPROVING THE PURPOSES AND ACTIVITIES OF MISSISSIPPI STATE
UNIVERSITY EDUCATIONAL BUILDING CORPORATION; AGREEING TO
ACCEPT TITLE TO THE FACILITIES REFINANCED WITH THE PROCEEDS
OF SAID BONDS; AND FOR RELATED PURPOSES.

The Board of Trustees of State Institutions of Higher Learning (the "Board") hereby finds,
determines and adjudicates as follows:

1. The Board is charged with the management and control of all state institutions of
higher learning pursuant to Article VIII, Section 213-A, Mississippi Constitution of 1890, and
Chapter 101 of Title 37, Mississippi Code of 1972, as amended.

2. Mississippi State University of Agriculture and Applied Science (the "University")
was organized and incorporated as a state institution of higher learning pursuant to Section 37-113-
1 et seq., Mississippi Code of 1972, as amended, is controlled and managed by the Board pursuant
to Chapter 101 of Title 37, Mississippi Code of 1972, and is an educational institution owned and
operated by the State of Mississippi by and through the Board.

3. Mississippi State University Educational Building Corporation (the "Corporation")
was created as a public non-profit corporation, known as an educational building corporation,
pursuant to a resolution of this Board under the authority of Sections 37-101-61 through
4. The Board of Directors of the Corporation proposes to issue its Revenue Refunding Bonds in the maximum aggregate par amount of $110,000,000 (the "Bonds") to provide moneys to refund all or a portion of the outstanding revenue bonds set forth on the Schedule of Refundable Bonds attached hereto that are identified in Bond Purchase Agreement (defined below) as bonds to be refunded with the proceeds of the Bonds (the “Refunded Bonds”), and to pay the related costs of the issuance, sale and delivery of the Bonds and to pay the related costs of the refunding; provided, such issuance is conditioned upon the adoption of this Resolution authorizing the same.

5. The Corporation issued the Refunded Bonds to finance various projects as set forth on Exhibit B to the Lease (as defined below) (collectively, the “Project”) located on various sites on the campus of the University as set forth on Exhibit A to the Lease (collectively, the “Project Site”).

6. The Corporation shall lease the Project Site from the Board and the University pursuant to a Ground Lease to be dated as of the first day of the month preceding the date of sale of the Bonds, by and among the Board, the University and the Corporation (the "Ground Lease").

7. The Board shall lease the Project and the Project Site from the Corporation pursuant to a Lease Agreement to be dated as of the first day of the month preceding the date of sale of the Bonds (the "Lease").

8. The Board hereby determines that it is in the public interest and in its best interest to lease the Project Site to the Corporation pursuant to the Ground Lease and to lease the Project and the Project Site from the Corporation at the consideration set forth in the Lease and that it is necessary and appropriate to authorize the President of the Board and the Commissioner of Higher Education to execute and deliver the Ground Lease and the Lease for and on behalf of the Board.

9. The Corporation is authorized by the Act to issue the Bonds for the purposes set forth herein, which Bonds shall be payable solely out of the payments derived from the Lease and shall be solely and exclusively obligations of the Corporation and shall not be secured by the full faith and credit of the State of Mississippi, the Board or the University.

10. The Bonds will be issued by the Corporation on behalf of the Board for purposes of the Internal Revenue Code of 1986, as amended.

11. The Corporation has not made and does not intend to make any profit by reason of any business or venture in which it may engage or by reason of the Project, and no part of the Corporation's net earnings, if any, will ever inure to the benefit of any person, firm or corporation other than the Board.

12. The Board, through the University, will have exclusive beneficial possession and use of all of the improvements comprising the Project.

13. The Board has full authority under the Constitution and laws of the State of Mississippi, and in the manner provided by statute, to exercise control of the use, distribution and disbursement of all funds, appropriations and taxes, now and hereafter in its possession, levied and collected, received or appropriated for the use, benefit, support and maintenance or capital outlay expenditures of the institutions of higher learning of the State of Mississippi, including the University, in addition to the authority to fix and maintain fees, rentals and other charges to be paid by students, faculty members and others using or being served by facilities of the institutions of higher learning.
14. It is appropriate for the Board to approve the Preliminary Official Statement (the "Preliminary Official Statement") to be used in connection with the marketing of the Bonds and to authorize and approve the execution and distribution of a final Official Statement (the "Official Statement") in connection with the sale of the Bonds.

15. The Corporation will sell the Bonds, in one or more series, on a negotiated basis pursuant to one or more bond purchase agreements (referred to herein collectively as the "Bond Purchase Agreement") with Raymond James & Associates, Inc., Morgan Stanley & Co. LLC and such other underwriters as are named in the Bond Purchase Agreement (the "Underwriter"). It is necessary and appropriate for the Board to approve the Underwriter as the underwriter for the Bonds. It is also necessary and appropriate to authorize the Corporation to sell the Bonds at such prices as may be determined by the Corporation, provided that, the following conditions are satisfied: the aggregate par amount of the Bonds shall not exceed $110,000,000; the final maturity of the Bonds shall be not later than August 1, 2043; the interest rates on the Bonds shall not exceed the interest rates permitted by Mississippi law; and the terms and conditions of the Bonds shall otherwise comply with the provisions of the Act.

16. It is necessary in connection with the sale of the Bonds to enter into a Continuing Disclosure Agreement, and it is necessary and appropriate for the Board to approve the form, and authorize the execution, of a Continuing Disclosure Agreement.

17. To enhance the marketability of the Bonds, it may be desirable to obtain municipal bond insurance for the Bonds; and it is necessary and appropriate for the Board to authorize the Corporation to take such actions and execute such documents and agreements as may be necessary or appropriate to obtain bond insurance for the Bonds.

18. It is anticipated that the Bonds will be issued as tax-exempt bonds. In order to protect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, it is necessary for the Board to expressly agree to accept title to the Project, and any additions thereto, upon retirement of the Bonds.

NOW, THEREFORE, THE BOARD HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Board hereby approves the purposes and activities of the Corporation. The Corporation is hereby authorized to issue the Bonds, in one or more series to be designated in the Bond Purchase Agreement, in the maximum aggregate par amount of $110,000,000 at such time as the Corporation is able to sell the Bonds to the Underwriter and at such prices as may be determined by the Corporation, provided that the other conditions of paragraph 15 above of this Resolution are also satisfied in connection therewith. The Corporation shall issue the Bonds to finance the refunding of the Refunded Bonds and to pay the costs of the issuance, sale and delivery of the Bonds and expenses relating to the Bonds. The Corporation's engagement of FirstSouthwest, a division of Hilltop Securities Inc., as financial advisor to the Corporation, and of Jones Walker LLP as bond counsel with respect to the issuance of the Bonds and of the Underwriter as underwriter for the Bonds is hereby approved. The Board also approves the University counsel to serve in her official capacity as counsel for both the University and for the Corporation in connection with the various transactions related to the issuance of the Bonds, and the Board specifically waives any related conflict of interest.

SECTION 2. The Ground Lease is hereby approved, and the President of the Board and the Commissioner of Higher Education are hereby authorized to execute and deliver the Ground Lease under the seal of the Board for and on behalf of the Board, in substantially the form attached hereto as Exhibit A, with such completions, changes, insertions, and modifications as shall be
approved by such officials, the execution thereof by such officials to be conclusive evidence of such approval.

SECTION 3. The Lease is hereby approved, and the President of the Board and the Commissioner of Higher Education are hereby authorized to execute and deliver the Lease under the seal of the Board for and on behalf of the Board, in substantially the form attached hereto as Exhibit B, with such completions, changes, insertions, and modifications as shall be approved by such officials, the execution thereof by such officials to be conclusive evidence of such approval.

SECTION 4. The Preliminary Official Statement prepared in connection with the sale of the Bonds and the distribution thereof are hereby approved in the substantially the form attached hereto as Exhibit C with such completions, changes, insertions, and modifications as shall be approved by the Corporation. The Official Statement with respect to the Bonds is hereby approved in substantially the form of the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the Corporation; the distribution of said Official Statement in connection with the sale of the Bonds is hereby approved; and execution of said Official Statement by the President of the Corporation is hereby approved.

SECTION 5. Pursuant to the Continuing Disclosure Agreement, the Board will, when and if required, undertake to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of these undertakings with respect to the Bonds is set forth in the Preliminary Official Statement and will also be set forth with respect to the Bonds in the final Official Statement. The Continuing Disclosure Agreement is hereby approved in substantially the form included in Exhibit C, and the Commissioner of Higher Education is hereby authorized to execute and deliver the Continuing Disclosure Agreement under the seal of the Board for and on behalf of the Board, with such completions, changes, insertions, and modifications as shall be approved by said official, the execution thereof by such official to be conclusive evidence of such approval.

SECTION 6. The sale of the Bonds on a negotiated basis to the Underwriter is hereby authorized and approved.

SECTION 7. The Corporation is hereby authorized to take such actions and execute such documents as may be necessary or appropriate to obtain municipal bond insurance for the Bonds, whether such municipal bond insurance is to be obtained being entirely within the discretion of the Corporation.

SECTION 8. The Board hereby covenants and agrees that it shall accept full legal title to the Project and any improvements and additions thereto upon retirement of the Bonds, and no further action shall be necessary by the Board at such time for full legal title to the Project and any improvements and additions thereto to immediately vest in the Board.

SECTION 9. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the clerk of the Board is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same, together with a transcript of all proceedings of the Corporation, to the State's Bond Attorney for the institution of validation proceedings.

SECTION 10. All prior orders, resolutions or proceedings in conflict with the provisions of this Resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Resolution shall become effective immediately upon the adoption thereof.

[The remainder of this page is intentionally left blank.]
# SCHEDULE OF REFUNDABLE BONDS

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Subtotal $38,265,000

Total $93,075,000
There came on for consideration by the Board of Trustees of State Institutions of Higher Learning the matter of issuance of revenue bonds by the S.M. Educational Building Corporation. After a discussion of the subject, Trustee ________________ offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING THE S.M. EDUCATIONAL BUILDING CORPORATION TO ISSUE REVENUE REFUNDING BONDS IN ONE OR MORE TAXABLE AND/OR TAX-EXEMPT SERIES IN THE MAXIMUM AGGREGATE PAR AMOUNT OF $58,000,000 TO REFUND ALL OR A PORTION OF CERTAIN OUTSTANDING REVENUE BONDS OF S.M. EDUCATIONAL BUILDING CORPORATION TO BE IDENTIFIED IN THE BOND PURCHASE AGREEMENT, AND TO PAY THE COSTS OF THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS; AUTHORIZING THE EXECUTION OF A GROUND LEASE BY AND AMONG THE UNIVERSITY OF SOUTHERN MISSISSIPPI, THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING AND THE S.M. EDUCATIONAL BUILDING CORPORATION AND A LEASE AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING AND S.M. EDUCATIONAL BUILDING CORPORATION IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF SAID BONDS; APPROVING THE FORM AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO SAID BONDS; APPROVING THE FORM AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT PERTAINING TO SAID BONDS; AUTHORIZING S.M. EDUCATIONAL BUILDING CORPORATION TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR APPROPRIATE IN CONNECTION WITH OBTAINING BOND INSURANCE FOR SAID BONDS; APPROVING THE PURPOSES AND ACTIVITIES OF THE S.M. EDUCATIONAL BUILDING CORPORATION; AGREEING TO ACCEPT TITLE TO THE FACILITIES REFINANCED WITH THE PROCEEDS OF SAID BONDS; AND FOR RELATED PURPOSES.

The Board of Trustees of State Institutions of Higher Learning (the “Board”) hereby finds, determines and adjudicates as follows:

1. The Board is charged with the management and control of all state institutions of higher learning pursuant to Article VIII, Section 213-A, Mississippi Constitution of 1890, and Chapter 101 of Title 37, Mississippi Code of 1972, as amended.

2. The University of Southern Mississippi (the “University”) was organized and incorporated as a state institution of higher learning pursuant to Section 37-119-1 et seq., Mississippi Code of 1972, as amended, is controlled and managed by the Board pursuant to
Chapter 101 of Title 37, Mississippi Code of 1972, and is an educational institution owned and operated by the State of Mississippi by and through the Board.

3. S.M. Educational Building Corporation (the “Corporation”) was created as a public non-profit corporation, known as an educational building corporation, pursuant to a resolution of this Board under the authority of Sections 37-101-61 through 37-101-71, Mississippi Code of 1972, as amended (the “Act”), for the purpose of acquiring or constructing facilities for the University.

4. The Board of Directors of the Corporation proposes to issue its Revenue Refunding Bonds in the maximum aggregate par amount of $58,000,000 (the “Bonds”) to provide moneys to refund all or a portion of the outstanding revenue bonds set forth on the Schedule of Refundable Bonds attached hereto that are identified in Bond Purchase Agreement (defined below) as bonds to be refunded with the proceeds of the Bonds (the “Refunded Bonds”), and to pay the related costs of the issuance, sale and delivery of the Bonds and to pay the related costs of the refunding; provided, such issuance is conditioned upon the adoption of this Resolution authorizing the same.

5. The Corporation issued the Refunded Bonds to finance various projects as set forth on Exhibit B to the Lease (as defined below) (collectively, the “Project”) located on various sites on the campus of the University as set forth on Exhibit A to the Lease (collectively, the “Project Site”).

6. The Corporation shall lease the Project Site from the Board and the University pursuant to a Ground Lease to be dated as of the first day of the month preceding the date of sale of the Bonds, by and among the Board, the University and the Corporation (the “Ground Lease”).

7. The Board shall lease the Project and the Project Site from the Corporation pursuant to a Lease Agreement to be dated as of the first day of the month preceding the date of sale of the Bonds (the “Lease”).

8. The Board hereby determines that it is in the public interest and in its best interest to lease the Project Site to the Corporation pursuant to the Ground Lease and to lease the Project and the Project Site from the Corporation at the consideration set forth in the Lease and that it is necessary and appropriate to authorize the President of the Board and the Commissioner of Higher Education to execute and deliver the Ground Lease and the Lease for and on behalf of the Board.

9. The Corporation is authorized by the Act to issue the Bonds for the purposes set forth herein, which Bonds shall be payable solely out of the payments derived from the Lease and shall be solely and exclusively obligations of the Corporation and shall not be secured by the full faith and credit of the State of Mississippi, the Board, or the University.

10. The Bonds will be issued by the Corporation on behalf of the Board for purposes of the Internal Revenue Code of 1986, as amended.

11. The Corporation has not made and does not intend to make any profit by reason of any business or venture in which it may engage or by reason of the Project, and no part of the Corporation’s net earnings, if any, will ever inure to the benefit of any person, firm or corporation other than the Board.

12. The Board, through the University, will have exclusive beneficial possession and use of all of the improvements comprising the Project.

13. The Board has full authority under the Constitution and laws of the State of Mississippi, and in the manner provided by statute, to exercise control of the use, distribution and disbursement of all funds, appropriations and taxes, now and hereafter in its possession, levied and collected, received or appropriated for the use, benefit, support and maintenance or capital outlay.
expenditures of the institutions of higher learning of the State of Mississippi, including the University, in addition to the authority to fix and maintain fees, rentals and other charges to be paid by students, faculty members and others using or being served by facilities of the institutions of higher learning.

14. It is appropriate for the Board to approve the Preliminary Official Statement (the “Preliminary Official Statement”) to be used in connection with the marketing of the Bonds and to authorize and approve the execution and distribution of a final Official Statement (the “Official Statement”) in connection with the sale of the Bonds.

15. The Corporation will sell the Bonds, in one or more series, on a negotiated basis pursuant to one or more bond purchase agreements (referred to herein collectively as the “Bond Purchase Agreement”) with Raymond James & Associates, Inc., and such other underwriters as are named in the Bond Purchase Agreement (collectively, the “Underwriter”). It is necessary and appropriate for the Board to approve the Underwriter as the underwriter for the Bonds. It is also necessary and appropriate to authorize the Corporation to sell the Bonds at such prices as may be determined by the Corporation, provided that, the following conditions are satisfied: the aggregate par amount of the Bonds shall not exceed $58,000,000; the final maturity of the Bonds shall be not later than December 1, 2043; the interest rates on the Bonds shall not exceed the interest rates permitted by Mississippi law; and the terms and conditions of the Bonds shall otherwise comply with the provisions of the Act.

16. It is necessary in connection with the sale of the Bonds to enter into a Continuing Disclosure Agreement, and it is necessary and appropriate for the Board to approve the form, and authorize the execution, of a Continuing Disclosure Agreement.

17. To enhance the marketability of the Bonds, it may be desirable to obtain municipal bond insurance for the Bonds; and it is necessary and appropriate for the Board to authorize the Corporation to take such actions and execute such documents and agreements as may be necessary or appropriate to obtain bond insurance for the Bonds.

18. It is anticipated that the Bonds will be issued as tax-exempt and/or taxable bonds. In order to protect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, it is necessary for the Board to expressly agree to accept title to the Project, and any additions thereto, upon retirement of the Bonds.

NOW, THEREFORE, THE BOARD HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Board hereby approves the purposes and activities of the Corporation. The Corporation is hereby authorized to issue the Bonds, in one or more taxable and/or tax-exempt series to be designated in the Bond Purchase Agreement, in the maximum aggregate par amount of $58,000,000 at such time as the Corporation is able to sell the Bonds to the Underwriter and at such prices as may be determined by the Corporation, provided that the other conditions of paragraph 15 above of this Resolution are also satisfied in connection therewith. The Corporation shall issue the Bonds to finance the refunding of the Refunded Bonds and to pay the costs of the issuance, sale and delivery of the Bonds and expenses relating to the Bonds. The Corporation’s engagement of Hilltop Securities Inc., as financial advisor to the Corporation, of Butler Snow LLP as bond counsel, and of the Underwriter as underwriter for the Bonds is hereby approved.

SECTION 2. The Ground Lease is hereby approved, and the President of the Board and the Commissioner of Higher Education are hereby authorized to execute and deliver the Ground Lease under the seal of the Board for and on behalf of the Board, in substantially the form attached hereto as Exhibit A, with such completions, changes, insertions, and modifications as shall be
approved by such officials, the execution thereof by such officials to be conclusive evidence of such approval.

SECTION 3. The Lease is hereby approved, and the President of the Board and the Commissioner of Higher Education are hereby authorized to execute and deliver the Lease under the seal of the Board for and on behalf of the Board, in substantially the form attached hereto as Exhibit B, with such completions, changes, insertions, and modifications as shall be approved by such officials, the execution thereof by such officials to be conclusive evidence of such approval.

SECTION 4. The Preliminary Official Statement prepared in connection with the sale of the Bonds and the distribution thereof are hereby approved in substantially the form attached hereto as Exhibit C with such completions, changes, insertions, and modifications as shall be approved by the Corporation. The Official Statement with respect to the Bonds is hereby approved in substantially the form of the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the Corporation; the distribution of said Official Statement in connection with the sale of the Bonds is hereby approved; and execution of said Official Statement by the President of the Corporation is hereby approved.

SECTION 5. Pursuant to the Continuing Disclosure Agreement, the Board will, when and if required, undertake to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of these undertakings with respect to the Bonds is set forth in the Preliminary Official Statement and will also be set forth with respect to the Bonds in the final Official Statement. The Continuing Disclosure Agreement is hereby approved in substantially the form attached hereto as Exhibit D, and the President of the Board is hereby authorized to execute and deliver the Continuing Disclosure Agreement under the seal of the Board for and on behalf of the Board, with such completions, changes, insertions, and modifications as shall be approved by said official, the execution thereof by such official to be conclusive evidence of such approval.

SECTION 6. The sale of the Bonds on a negotiated basis to the Underwriter is hereby authorized and approved.

SECTION 7. The Corporation is hereby authorized to take such actions and execute such documents as may be necessary or appropriate to obtain municipal bond insurance for the Bonds, whether such municipal bond insurance is to be obtained being entirely within the discretion of the Corporation.

SECTION 8. The Board hereby covenants and agrees that it shall accept full legal title to the Project and any improvements and additions thereto upon retirement of the Bonds, and no further action shall be necessary by the Board at such time for full legal title to the Project and any improvements and additions thereto to immediately vest in the Board.

SECTION 9. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the clerk of the Board is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same, together with a transcript of all proceedings of the Corporation, to the State’s Bond Attorney for the institution of validation proceedings.

SECTION 10. All prior orders, resolutions or proceedings in conflict with the provisions of this Resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Resolution shall become effective immediately upon the adoption thereof.
Following the reading of the foregoing resolution, Trustee ____________________ seconded the motion for its adoption, which motion received the affirmative vote of all Trustees present. The President thereupon declared the motion carried and the resolution adopted on this 16th day of November, 2017.

President, Board of Trustees of State Institutions of Higher Learning of the State of Mississippi

CERTIFICATE

I certify that the foregoing instrument is a true and correct copy of a resolution adopted by the Board of Trustees of State Institutions of Higher Learning of the State of Mississippi on November 16, 2017.

Executed on this, the 16th day of November, 2017.

President, Board of Trustees of State Institutions of Higher Learning
(SEAL)

SCHEDULE OF REFUNDABLE BONDS

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Total $45,030,000

EXHIBIT A
FORM OF GROUND LEASE

EXHIBIT B
FORM OF LEASE AGREEMENT

EXHIBIT C
FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D
FORM OF CONTINUING DISCLOSURE AGREEMENT
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE OCTOBER 19, 2017 BOARD MEETING SUBMISSION DEADLINE

NOTE: THE FOLLOWING ITEMS WERE APPROVED BY THE BOARD'S REAL ESTATE AND FACILITIES STAFF ACCORDING TO BOARD POLICY §904 (A) BOARD APPROVAL.

Change Order Approval Note: No change orders approved by Board staff, as reflected within any of the following informational agenda items, increase the Board approved total project budget. The total project budget as approved by the Board provides for a contingency fund, which allows for an increase in the construction budget of between five and ten percent. Any increase in the total project budget caused by a change order, would require Board approval and could not be approved by Board staff until the budget increase is approved by the Board.

ALCORN STATE UNIVERSITY

1. ASU – IHL 201-255 – Water Treatment Facility Improvements
   Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on August 24, 2017 to initiate a new project and appoint M&G Enterprises for the design and construction of a reverse osmosis water treatment system.
   Approval Status & Date: APPROVED, August 24, 2017
   Project Initiation Date: August 24, 2017
   Design Professional: M&G Enterprises, Inc., d/b/a Engineering Services
   General Contractor: TBD
   Total Project Budget: $3,311,592.00

MISSISSIPPI STATE UNIVERSITY

2. MSU– GS 105-351 – YMCA Renovation
   NOTE: This is a Bureau of Building project
   Approval Request #1: Change Order #4
   Board staff approved Change Order #4 in the amount of $126,716.29 and eight (8) additional days to the contract of Gregory Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.
   Approval Status & Date: APPROVED, October 16, 2017
   Change Order Description: Change Order #4 includes the following items: utility revisions; storm drain revisions; electrical revisions; site utility and piping modifications; electrical (IT) changes and eight (8) days to the contract.
   Change Order Justification: These changes are due to user/owner requested modifications; and additional days for work as indicated herein.
Total Project Change Orders and Amount: Four (4) change orders for a total amount of $564,224.11.
Project Initiation Date: August 15, 2013
Design Professional: Belinda Stewart Architects, P.A.
General Contractor: Gregory Construction Services, Inc.
Total Project Budget: $9,800,000.00

3. MSU– GS 105-352 – Library Expansion, Mitchell Memorial Library
NOTE: This is a Bureau of Building project
Approval Request #1: Change Order #6
Board staff approved Change Order #6 in the amount of $4,999.00 and ten (10) additional days to the contract of West Brothers Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.
Approval Status & Date: APPROVED, September 14, 2017
Change Order Description: Change Order #6 includes the following items: added carpet in the atrium; and ten (10) days to the contract.
Change Order Justification: This change was necessary to latent job site conditions; and days for work as indicated herein.
Total Project Change Orders and Amount: Six (6) change orders for a total amount of $340,340.59.
Project Initiation Date: August 15, 2013
Design Professional: Foil Wyatt Architects & Planners, PLLC.
General Contractor: West Brothers Construction, Inc.
Total Project Budget: $8,300,000.00

4. MSU – GS 113-145 (formerly IHL #213-142) – NWARC Roof Replacement
NOTE: This is a Bureau of Building project
Approval Request #1: Approval of Schematic Design Documents
Board staff approved the Schematic Design Documents as submitted by Pryor & Morrow Architects and Engineers, P.A.
Approval Status & Date: APPROVED, September 7, 2017
Approval Request #2: Waiver of Design Development Documents
Board staff approved the Waiver of Design Development Documents as submitted by Pryor & Morrow Architects and Engineers, P.A.
Approval Status & Date: APPROVED, September 7, 2017
Project Initiation Date: October 21, 2016
Design Professional: Pryor & Morrow Architects and Engineers, P.A.
General Contractor: TBD
Total Project Budget: $2,000,000.00

5. MSU– IHL 205-278 – MSU nSPARC Data Center
Approval Request #1: Change Order #4
Board staff approved Change Order #4 in the amount of $96,330.41 and thirty (30) additional days to the contract of Burks Mordecai Builders, Inc.
Approval Status & Date: APPROVED, October 13, 2017
Change Order Description: Change Order #4 includes the following items: additional diffusers; low voltage additional changes; installation of a knoxbox; landscaping revisions; security system changes; insulation changes at the metal panels; additional lighting controls; and thirty (30) days to the contract.
Change Order Justification: These changes are due to errors and omissions in the plans and specifications; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $334,553.29.

Project Initiation Date: November 20, 2014
Design Professional: Dale Partners Architects, P.A.
General Contractor: Burks Mordecai Architects, P.A.
Total Project Budget: $4,650,000.00

6. MSU– IHL 205-279 – Addition & Renovation to Dudy Noble Field
   Approval Request #1: Change Order #2
   Board staff approved Change Order #2 in the amount of $47,273.56 and zero (0) additional days to the contract of Wier Boerner Allin Architects, PLLC.
   Approval Status & Date: APPROVED, September 28, 2017
   Change Order Description: Change Order #2 includes the following items: re-feed the water line to an office; revised the view level vomitory slabs; credit for the revised undercut to the existing playing field; material abatement of the existing outfield restroom building; credit to keep the storm inlets; revised the design of the stadium view level railings; extended the grandstand steel light towers to 100’ above the field; revised the wall/door layout at the lobby to coordinate with the adjacent stair; and added a concrete wall at the void in the existing stadium.
   Change Order Justification: These changes are due to errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.
   Total Project Change Orders and Amount: Two (2) change orders for a total credit amount of $422,526.44.
   Project Initiation Date: May 21, 2015
   Design Professional: Wier Boerner Allin Architects, PLLC
   General Contractor: Jesco, Inc.
   Total Project Budget: $55,000,000.00

MISSISSIPPI UNIVERSITY FOR WOMEN

7. MUW– GS 104-184 – Fant Library Renovation – PH III (Build Out)
   NOTE: This is a Bureau of Building project
   Approval Request #1: Change Order #3
Board staff approved Change Order #3 in the amount of $42,475.14 and eighty-six (86) additional days to the contract of Amason & Associates, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

**Approval Status & Date:** APPROVED, October 4, 2017

**Change Order Description:** Change Order #3 includes the following items: additional power circuits to four (4) variable airflow valve (VAV) boxes; modifications to the existing electrical panels; added lighting control sensors for certain light fixtures located within the 2nd floor area; signage changes; electrical changes; power supply to the pre-action fire panel and air compressor; added window treatments; removal of potter panel and added a simplex panel for the sprinkler system; additional signage changes; and eighty-six (86) days to the contract.

**Change Order Justification:** These changes are due to errors and omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

**Total Project Change Orders and Amount:** Three (3) change orders for a total credit amount of $61,438.19.

**Project Initiation Date:** January 22, 2015

**Design Professional:** Burris/Wagnon Architects, P.A.

**General Contractor:** Amason & Associates, Inc.

**Phased Project Budget:** $4,429,006.89

**Total Project budget:** $8,249,000.00

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**UNIVERSITY OF MISSISSIPPI**

8. **UM–IHL 107-308 – Union Addition & Renovation**

**NOTE:** This is a Bureau of Building project

**Approval Request #1: Change Order #9**

Board staff approved Change Order #9 in the amount of $425,796.00 and twenty-one (21) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

**Approval Status & Date:** APPROVED, September 7, 2017

**Change Order Description:** Change Order #9 includes the following items: food service design revisions & clarifications; rerouted the mechanical pipe in the basement; added miscellaneous metal members based on structural/architectural coordination; installed plywood, drip edge, and vapor barrier membrane at the low roof parapet; added three (3) additional card readers, and added raceways for six (6) added card readers at elevators in Phase 2; added one set of furniture pads at the freight elevator south of the kitchen; added aluminum cane rails; provided 2-hour fire-rated duct wrap at the makeup air ducts at the hoods; installed additional 3” of concrete at the loading dock drive lane for a total thickness of 8”; changed the ballroom carpet types and patterns; revised the sanitary sewer to replace & lower the existing sanitary line; revised the storm sewer to run along the nail wall and capture the existing clay pipe from Isom Hall; removed five (5) existing precast panels on the phase 3 lower east elevation; installed miscellaneous steel angle
EXHIBIT 4
November 16, 2017

and deck at level 3 Phase 3 to infill the existing stair opening; swapped the chiller line connections; and twenty-one days to the contract.
Change Order Justification: These changes are due to changes & requirements or recommendations by governmental agencies; errors & omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and days for work as indicated herein.
Total Project Change Orders and Amount: Nine (9) change orders for a total amount of $1,795,661.00.
Project Initiation Date: August 18, 2011
Design Professional: Eley Guild Hardy Architects – Jackson, P.A.
General Contractor: Roy Anderson Corporation
Phased Project Budget: $58,580,521.45
Total Project budget: $58,900,000.00

9. UM– GS 107-317 (formerly IHL 207-368) – Johnson Commons East Renovation
NOTE: This is a Bureau of Building project
Approval Request #1: Change Order #1
Board staff approved Change Order #1 in the amount of $22,417.02 and twenty-nine (29) additional days to the contract of Legacy Construction Services. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.
Approval Status & Date: APPROVED, September 7, 2017
Change Order Description: Change Order #1 includes the following items: deleted the chilled & hot water line work; installed an isolation valve at the return chiller line; abatement of floor tile and adhesive at two floors; grading and drainage revisions; credit adjustment for energy management & control system quotes for the specified allowance; sidewalk and east plaza revisions; installed additional knee bracing at the mechanical mezzanine structural steel; installed fire sprinkler heads at the ceiling space below the mezzanines; and twenty-nine (29) days to the contract.
Change Order Justification: These changes are due to errors and omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and days for work as indicated herein.
Total Project Change Orders and Amount: One (1) change order for a total amount of $22,417.02.
Project Initiation Date: November 15, 2012
Design Professional: Belinda Stewart Architects, P.A.
General Contractor: Legacy Construction Services
Total Project Budget: $8,300,000.00

10. UM– IHL 207-372 – South Campus Recreation Facility & Transportation Hub
Approval Request #1: Change Order #3
Board staff approved Change Order #3 in the amount of $131,043.29 and twenty-two (22) additional days to the contract of Zellner Construction Services, LLC.
Approval Status & Date: APPROVED, September 14, 2017
Change Order Description: Change Order #3 includes the following items: pump out and remove an unknown neutralization basin uncovered on the site and fill with compacted soil in preparation for concrete; design revision of the site plan; modification of the existing fire main; pretreated the new concrete slabs for termites; shored up the existing building column; removal and disposal of unknown debris uncovered while digging the retention pond; modification of the existing structure to support the installation of a new beam; built additional temporary fencing around the retention pond; extended the length of communication lines to the relocated communication vault; relocated job trailers and temporary power; undercut areas of the new east bus road; lowered the depressed slab at the boulder wall making sure the padding is flush with the finish floor; removal of an uncovered concrete slab below the demolished asphalt; and twenty-two (22) days to the concrete, fifteen (15) of which are due to weather delays.

Change Order Justification: These changes are due to errors and omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; weather delays and days for work as indicated herein.

Approval Request #2: Change Order #4
Board staff approved Change Order #4 in the amount of $110,538.52 and forty-nine (49) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, October 4, 2017

Change Order Description: Change Order #4 includes the following items: added a roof drain connection to the structure and to cap the existing connections; added closed caption tv (CCTV) raceways; additional duct for the gym storage room; undercutting areas of the new east bus road; removal of unforeseen concrete beneath the existing asphalt; added helical piers for the building corner; additional piping supports; and forty-nine (49) days to the contract, three (3) of which are due to weather delays.

Change Order Justification: These changes are due to errors and omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $417,028.43.

Project Initiation Date: June 20, 2013
Design Professional: JBHM Architects, P.A.
General Contractor: Zellner Construction Services, LLC
Phased Project Budget: $28,740,890.13
Total Project Budget: $32,000,000.00

11. UM – IHL 207-411.1 – Oxford-University Stadium (Swayze Field) Addition & Renovation – PH II
Approval Request #1: Change Order #2R
Board staff approved Change Order #2R in the amount of $140,950.33 and five (5) additional days to the contract of Century Construction & Realty, Inc.

Approval Status & Date: APPROVED, October 13, 2017

Change Order Description: Change Order #2R includes the following items: provide a temporary feed to the existing emergency generator to maintain life safety systems during
owner occupancy of the building during construction; demolition of a dead ductbank; modification of the new storm drain to connect to the uncovered existing storm drain and tie into the original existing 18” main storm drain; modification of the existing sanitary storm sewer to route around the west edge of the building and tie into the existing manhole; changed the pile to the cap layout at the column corner; modification of the design of the segmented retaining wall; requested direct cost associated with the loss of deep foundation production; and five (5) days to the contract.

Change Order Justification: These changes are due to errors and omission in the plans and specifications; latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $147,698.11.

Project Initiation Date: October 15, 2015
Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers, P.A.
General Contractor: Century Construction & Realty, Inc.
Phased Project Budget: $18,692,553.92
Total Project Budget: $19,844,146.00

12. UM– IHL 207-421 – Jackson Avenue Center Safe Room
Approval Request #1: Contract Documents
Board staff approved Contract Documents as submitted by Shafer & Associates
Approval Status & Date: APPROVED, September 7, 2017

Approval Request #2: Advertise
Board staff approved request to advertise for receipt of bids.
Approval Status & Date: APPROVED, September 7, 2017
Project Initiation Date: August 18, 2016
Design Professional: Shafer & Associates
General Contractor: TBD
Total Project Budget: $1,100,000.00

13. UM– IHL 207-423 – Jackson Avenue Center Phase III – Swing Space
Approval Request #1: Change Order #3
Board staff approved Change Order #3 in the amount of $44,430.00 and ten (10) additional days to the contract of Murphy & Sons, Inc.
Approval Status & Date: APPROVED, August 29, 2017

Change Order Description: Change Order #3 includes the following items: demolished the existing storefront; constructed a new storefront; added a conduit rough-in; installed two (2) Dyson hand dryers and circuits; added three (3) fire extinguisher cabinets; added circuits for projector screens & projectors; and ten (10) days to the contract

Change Order Justification: These changes are due to errors and omissions in the plans and specifications; user/owner requested modifications; and days for work as indicated herein.

Approval Request #2: Change Order #4
Board staff approved Change Order #4 in the amount of $31,115.00 and zero (0) additional days to the contract of Murphy & Sons, Inc.

Approval Status & Date: APPROVED, September 14, 2017
Change Order Description: Change Order #4 includes the following items: modification of the roof system wall flashing on the parapet wall.
Change Order Justification: This change is due to latent job site conditions.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $91,173.00.
Project Initiation Date: September 2, 2016
Design Professional: Shafer & Associates, PLLC
General Contractor: Murphy & Sons, Inc.
Total Project Budget: $3,800,000.00
Change Order Description: Change Order #15 includes the following items: installed metal studs, gypsum board and aluminum sheet over the back of the insulated spandrel glass in a stair; reduced the mulch material depth from 12” to 3” in the courtyard planters; relocated the smoke detectors in a specialty ceiling within 3 feet of the HVAC grilles and diffusers; cleaned and repainted the ground floor north foundation wall of the LRC; added new traffic gate arms and power to the west entry of the north parking lot; added wiring and boxes for the surgical light in the simulation room; changed two (2) sprinkler heads under the ground floor atrium stair from exposed type to concealed; removed, revised, and reinstalled terrazzo base at the smoke curtains; added a steel plate infill at gaps between the steel stair stringers and walls of a stair; installed rough-ins and programming in order to revise the lab exhaust control and sequence; provided floor slab cores in a 3rd floor room and rated wall sleeve penetration at the 2nd floor; installed cube core grilles in the 4th floor ceiling exam rooms; and twenty-nine (29) days to the contract.

Change Order Justification: These changes are due to errors and omissions in the plans & specifications; latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Fifteen (15) change orders for a total amount of $1,511,227.00.

Project Initiation Date: June 16, 2011
Design Professional: Cooke Douglas Farr Lemons + Eley Guild Hardy – A Joint Venture
General Contractor: Roy Anderson Corporation
Phased Project Budget: $65,742,205.00
Total Project Budget: $66,000,000.00

15. UMMC – IHL 109-223 – Clinical Research Unit
NOTE: This is a Bureau of Building project
Approval Request #1: Approval of Design Development Documents
Board staff approved the Design Development Documents as submitted by Foil Wyatt Architects & Planners, PLLC.
Approval Status & Date: APPROVED, September 14, 2017
Project Initiation Date: May 18, 2017
Design Professional: Foil Wyatt Architects & Planners, PLLC
General Contractor: TBD
Total Project Budget: $7,500,000.00

16. UMMC – IHL 209-559 – School of Population Health
Approval Request #1: Approval of Schematic Design Documents
Board staff approved the Schematic Design Documents as submitted by Foil Wyatt Architects & Planners, PLLC.
Approval Status & Date: APPROVED, September 27, 2017
Project Initiation Date: June 15, 2017
Design Professional: Foil Wyatt Architects & Planners, PLLC
General Contractor: TBD
Total Project Budget: $5,000,000.00
17. **UMMC- IHL 209-560– Pediatric Pharmacy Renovation**
   Approval Request #1: Contract Documents
   Board staff approved Contract Documents as submitted by Foil Wyatt Architects & Planners, PLLC
   Approval Status & Date: APPROVED, September 27, 2017
   Approval Request #2: Advertise
   Board staff approved request to advertise for receipt of bids.
   Approval Status & Date: APPROVED, September 27, 2017
   Project Initiation Date: August 17, 2017
   Design Professional: Foil Wyatt Architects & Planners, PLLC
   General Contractor: TBD
   Total Project Budget: $1,105,000.00

18. **UMMC- IHL 209-560– Pediatric Pharmacy Renovation – Sole Source**
   Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on September 26, 2017 requesting permission to sole source the energy management controls for the Pediatric Pharmacy Renovations project as an extension of the existing Johnson Controls system.
   Approval Status & Date: APPROVED, September 26, 2017
   Project Initiation Date: August 17, 2017
   Design Professional: Foil Wyatt Architects & Planners, PLLC
   General Contractor: TBD
   Total Project Budget: $1,105,000.00

**UNIVERSITY OF SOUTHERN MISSISSIPPI**

19. **USM– GS 110-097 – Campus Repairs & Renovations**
   NOTE: This is a Bureau of Building project
   Approval Request #1: Contract Documents
   Board staff approved Contract Documents as submitted by Allred Architectural Group
   Approval Status & Date: APPROVED, September 14, 2017
   Approval Request #2: Advertise
   Board staff approved request to advertise for receipt of bids.
   Approval Status & Date: APPROVED, September 14, 2017
   Project Initiation Date: October 15, 2015
   Design Professional: Allred Architectural Group
   General Contractor: TBD
   Total Project Budget: $2,000,000.00
20. **USM–IHL 208-335 – Ross Boulevard Parking Project**  
**Approval Request #1: Change Order #2**  
Board staff approved Change Order #2 in the amount of $11,832.30 and thirty (30) additional days to the contract of R&J Construction, Inc.  
**Approval Status & Date:** APPROVED, October 12, 2017  
**Change Order Description:** Change Order #2 includes the following items: a deduct for adjustment of miscellaneous unit quantities of underruns on materials, excess excavation and Portland Cement soil treatment; additional miscellaneous overruns, added crushed stone, borrow excavation; and thirty (30) days to the contract, sixteen (16) of which were due to weather delays.  
**Change Order Justification:** These changes are due to latent job site conditions; weather delays and days for work as indicated herein.  
**Total Project Change Orders and Amount:** Two (2) change orders for a total **credit** amount of $11,522.98.  
**Project Initiation Date:** May 19, 2016  
**Design Professional:** Neel-Schaffer, Inc.  
**General Contractor:** R&J Construction, Inc.  
**Total Project Budget:** $1,350,000.00
SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 1/1/17, 2/1/17, 4/1/17, 5/1/17, 6/19/17, 9/1/17 and 9/1/17) from the funds of Alcorn State University. (These statements, in the amounts of $15.50, $28.51, $16.50, $30.05, $460.00, $2,000.00 and $22.68, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.................................................................................$ 2,573.24

Payment of legal fees for professional services rendered by Gian Franco Borio (statement dated 10/20/17) from the funds of Mississippi State University. (This statement, in the amount of $3,500.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................................$ 3,500.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 9/17/17) from the funds of Mississippi State University. (This statement, in the amount of $835.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................................$ 835.00

Payment of legal fees for professional services rendered by Perry & Winfield (statement dated 10/2/17) from the funds of Mississippi State University. (This statement, in the amount of $2,031.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................................$ 2,031.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 9/1/17, 9/1/17, 9/1/17, 9/1/17, 10/1/17, 10/1/17, 10/1/17 and 10/1/17) from the funds of Mississippi State University. (These statements, in the amounts of $2,500.00, $2,000.00, $2,500.00, $504.00, $2,000.00, $1,000.00, $2,000.00 and $2,000.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.................................................................................$ 14,504.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 9/18/17) from the funds of the University of Mississippi. (This statement, in the amount of $41,621.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................................$ 41,621.50
Payment of legal fees for professional services rendered by Ware Immigration (statements dated 10/1/17) from the funds of the University of Mississippi. (These statements, in the amounts of $4,000.00, $2,500.00 and $2,966.00, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE** .......................................................$ 9,466.00

Payment of legal fees for professional services rendered by the Baker|Donelson (statement dated 9/12/17) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $4,957.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE** .......................................................$ 4,957.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 9/12/17, 9/12/17, 9/12/17, 9/12/17 and 9/19/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $27,437.90, $15,900.80, $2,235.53, $41,158.50 and $6,674.70, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE** .......................................................$ 93,407.43

Payment of legal fees for professional services rendered by Hogan Lovell (statements dated 9/18/17 and 9/28/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $712.80 and $41,471.20, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE** .......................................................$ 42,184.00

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 8/29/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $825.00, $1,551.00, $882.75, $363.00, $1,468.50 and $660.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE** .......................................................$ 5,750.25

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 9/1/17, 9/1/17, 9/12/17 and 9/12/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $6,372.30, $243.90, $10,575.10 and $4,765.70, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE** .......................................................$ 21,957.00
Payment of legal fees for professional services rendered by Butler|Snow (statements dated 9/13/17, 9/18/17, 10/9/17 and 10/11/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $147.50, $2,360.00, $236.00 and $10,856.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE…………………..……………………………………………….$ 13,599.50

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 10/1/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $1,500.00, $46.81, $464.00, $1,507.10 and $2,500.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE…………………..……………………………………………….$ 6,017.91

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

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 8/31/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Vibrio Assay Methods and Kits” - $407.50; “Live Attenuated Catfish Vaccine and Method of Making” - $38.00; “Sequence Specific Phage-Based Antimicrobials” - $184.50; “Symmetrical CCC-NHC Pincer Metal Complexes and Catalytic Methods” - $512.50; “CCC-NHC Pincer Metal Complexes and Catalytic Methods” - $487.00; “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” - $50.00 and “Cancer Therapeutic Use of Occidiofungin” - $89.00.)

TOTAL DUE…………………..……………………………………………….$ 1,768.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 8/23/17, 9/21/17 and 9/21/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,746.00, $2,102.00 and $1,000.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE…………………..……………………………………………….$ 4,848.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 9/18/17) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: “Self-Repairing Oxtane-Substituted Chitosan Polyurethane Networks” - $400.00 and “Covalent Attachment of Bacteriophages to Plymeric Surfaces” - $820.32.)

TOTAL DUE…………………..……………………………………………….$ 1,220.32
Consent

Agendas
1. **SYSTEM – APPROVAL OF NEW ACADEMIC PROGRAMS**

In accordance with Board Policy 501: Academic Programs and Units “All new curricula, departments, programs of study, organized research or services being proposed by any or all of the institutions must be submitted to the Board and must be approved by the Board before being initiated,” Board approval is requested for establishing three new academic programs.

a. **Alcorn State University** requests permission to offer the **Bachelor of Arts in General Studies** (C2C) degree.

- **CIP**: 24.0102
- **Hours to Degree**: 120 credit hours
- **State Need**: Currently, Mississippi’s higher education attainment rate is approximately 36.6%. Mississippi can make significant progress towards its college completion goals, strengthening its workforce, and improving the financial prospects for thousands of Mississippians. The Alcorn Adult Degree Completion Program (online) as a concentration in the Bachelor of Arts in General Studies provides adult learners with an online, flexible path towards baccalaureate degree completion and attainment of an Alcorn degree in General Studies.

- **Employment**: Unemployment rates are lower for Mississippians with a bachelor’s degree (3.4%) than high school graduates (9.6%) and those with some college or an associate’s degree (7.4%). Since this program is an Adult Degree Completion Program, the estimation of employment can be difficult without a clear connection to a specific profession.

- **Potential Earnings Range**: Individual salaries for Mississippi bachelor’s degree recipients range from $35,446 to $52,063. This program is an Adult Degree Completion Program and an estimation of potential earnings can be difficult to determine without a clear connection to a specific profession.

- **Funding**: Because the program draws on existing curriculum, tuition will cover funding for the program.

- **Enrollment**: The estimate of students expected to enroll and to graduate will differ within institutions.

- **Duplication**: All public universities in the state will offer similar degree.
b. Jackson State University requests permission to offer the Professional Interdisciplinary Studies (C2C) degree.

- **CIP**: 24.0102
- **Hours to Degree**: 120 credit hours
- **State Need**: Currently, Mississippi’s higher education attainment rate is approximately 36.6%. Mississippi can make significant progress towards its college completion goals, strengthening its workforce, and improving the financial prospects for thousands of Mississippians. The C2C Program will be offered as a concentration under the existing Professional Interdisciplinary Studies Degree Program (B.S.). The program will be administered by the School of Lifelong Learning.
- **Employment**: Unemployment rates are lower for Mississippians with a bachelor’s degree (3.4%) than high school graduates (9.6%) and those with some college or an associate’s degree (7.4%). Since this program is an Adult Degree Completion Program, the estimation of employment can be difficult without a clear connection to a specific profession.
- **Potential Earnings Range**: Individual salaries for Mississippi bachelor’s degree recipients range from $35,446 to $52,063. This program is an Adult Degree Completion Program and an estimation of potential earnings can be difficult to determine without a clear connection to a specific profession.
- **Funding**: Because the program draws on existing curriculum, tuition will cover funding for the program.
- **Enrollment**: The estimate of students expected to enroll and to graduate will differ within institutions.
- **Duplication**: All public universities in the state will offer similar degree.
c. **Mississippi Valley State University** requests permission to offer the *Advanced Learning Concentration in General Studies* (C2C) degree.

- **CIP:** 24.0102

- **Hours to Degree:** 120 credit hours

- **State Need:** Currently, Mississippi’s higher education attainment rate is approximately 36.6%. Mississippi can make significant progress towards its college completion goals, strengthening its workforce, and improving the financial prospects for thousands of Mississippians. The Advanced Learning Concentration will be offered as a concentration under the existing General Studies Degree Program (B.A.)

- **Employment:** Unemployment rates are lower for Mississippians with a bachelor’s degree (3.4%) than high school graduates (9.6%) and those with some college or an associate’s degree (7.4%). Since this program is an Adult Degree Completion Program, the estimation of employment can be difficult without a clear connection to a specific profession.

- **Potential Earnings Range:** Individual salaries for Mississippi bachelor’s degree recipients range from $35,446 to $52,063. This program is an Adult Degree Completion Program and an estimation of potential earnings can be difficult to determine without a clear connection to a specific profession.

- **Funding:** Because the program draws on existing curriculum, tuition will cover funding for the program.

- **Enrollment:** The estimate of students expected to enroll and to graduate will differ within institutions.

- **Duplication:** All public universities in the state will offer similar degree.
d. University of Mississippi requests permission to offer the Bachelor of University Studies (C2C) degree.

- **CIP:** 24.0102
- **Hours to Degree:** 120 credit hours (minimum)
- **State Need:** Currently, Mississippi’s higher education attainment rate is approximately 36.6%. Mississippi can make significant progress towards its college completion goals, strengthening its workforce, and improving the financial prospects for thousands of Mississippians. The delivery format of courses for the program may be offered via face-to-face, distance education and/or through hybrid (distance and face-to-face) instruction; therefore, the University of Mississippi requests distance education format approval along with face-to-face format instruction.

- **Employment:** Unemployment rates are lower for Mississippians with a bachelor’s degree (3.4%) than high school graduates (9.6%) and those with some college or an associate’s degree (7.4%). Since this program is an Adult Degree Completion Program, the estimation of employment can be difficult without a clear connection to a specific profession.

- **Potential Earnings Range:** Individual salaries for Mississippi bachelor’s degree recipients range from $35,446 to $52,063. This program is an Adult Degree Completion Program and an estimation of potential earnings can be difficult to determine without a clear connection to a specific profession.

- **Funding:** Because the program draws on existing curriculum, tuition will cover funding for the program.

- **Enrollment:** The estimate of students expected to enroll and to graduate will differ within institutions.

- **Duplication:** All public universities in the state will offer similar degree.
e. **University of Southern Mississippi** requests permission to offer the **Bachelor of Liberal Studies** (C2C) degree.

- **CIP**: 24.0102
- **Hours to Degree**: 120 credit hours (minimum)
- **State Need**: Currently, Mississippi’s higher education attainment rate is approximately 36.6%. Mississippi can make significant progress towards its college completion goals, strengthening its workforce, and improving the financial prospects for thousands of Mississippians. The Bachelor of Liberal Studies (Adult Completion) degree aligns with the work of the Institutions of Higher Learning's Policy 521- Adult Degree Completion Program. Students must meet the qualifications set in Policy 521 and come through the IHL. The delivery format of courses for the program may be offered via distance education; therefore, the University of Southern Mississippi requests distance education format approval.
- **Employment**: Unemployment rates are lower for Mississippians with a bachelor’s degree (3.4%) than high school graduates (9.6%) and those with some college or an associate’s degree (7.4%). Since this program is an Adult Degree Completion Program, the estimation of employment can be difficult without a clear connection to a specific profession.
- **Potential Earnings Range**: Individual salaries for Mississippi bachelor’s degree recipients range from $35,446 to $52,063. This program is an Adult Degree Completion Program and an estimation of potential earnings can be difficult to determine without a clear connection to a specific profession.
- **Funding**: Because the program draws on existing curriculum, tuition will cover funding for the program.
- **Enrollment**: The estimate of students expected to enroll and to graduate will differ within institutions.
- **Duplication**: All public universities in the state will offer similar degree.
f. University of Mississippi Medical Center requests permission to offer the Bachelor of Science in Health Sciences (C2C) degree.

- **CIP**: 24.0102
- **Hours to Degree**: 120 credit hours
- **State Need**: Currently, Mississippi’s higher education attainment rate is approximately 36.6%. Mississippi can make significant progress towards its college completion goals, strengthening its workforce, and improving the financial prospects for thousands of Mississippians. The Bachelor of Science in Health Sciences (BSHS) Program is designed to educate health professionals and provide students with a firm foundation for understanding the role of health care in the contemporary society. The BSHS “Healthcare Generalist” is a new track within the BSHS Program designed to support the “Complete to Compete” (C2C) statewide initiative to help students who have earned college credit but have not completed a postsecondary degree.

- **Employment**: Unemployment rates are lower for Mississippians with a bachelor’s degree (3.4%) than high school graduates (9.6%) and those with some college or an associate’s degree (7.4%). Since this program is an Adult Degree Completion Program, the estimation of employment can be difficult without a clear connection to a specific profession.

- **Potential Earnings Range**: Individual salaries for Mississippi bachelor’s degree recipients range from $35,446 to $52,063. This program is an Adult Degree Completion Program and an estimation of potential earnings can be difficult to determine without a clear connection to a specific profession.

- **Funding**: Because the program draws on existing curriculum, tuition will cover funding for the program.

- **Enrollment**: The estimate of students expected to enroll is 48, with the number of students expected to graduate 37.

- **Duplication**: No other institution in the state offers a Bachelor of Science in Health Sciences – “Healthcare Generalist” Program.

**STAFF RECOMMENDATION**: Board staff recommends approval of items a-f.
1. **UM- REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH CMD OUTSOURCING SOLUTIONS**

   **Agenda Item Request:** The University of Mississippi Bursar and Financial Aid Offices request approval to enter into a contract with **CMD Outsourcing Solutions, Inc.**

   **Contractor’s Legal Name:** CMD Outsourcing Solutions, Inc.

   **History of Contract:** This is a first-time contract with this vendor, although similar services have been provided by other vendors over the last 14 years.

   **Specific Type of Contract:** This is a service agreement.

   **Purpose:** The purpose of the agreement is to provide inbound call center services for the Bursar and Financial Aid Offices.

   **Scope of Work:** The contractor will assume temporary ownership of an established nationwide toll-free number owned by UM and will provide in-depth technical assistance on financial aid and bursar issues to UM customers. Upon demand, CMD may also perform the following additional services (with separate per-unit pricing): outbound calling campaigns, voice blast campaigns, chat sessions, or email support.

   **Term of Contract:** The Agreement shall be in effect from January 19, 2018, through January 18, 2021. This agreement may be extended for up to two successive two-year renewals upon the consent of both parties. If both renewals are agreed upon the contract will expire January 18, 2025.

   **Termination Options:** The following contract clauses allow termination of the Agreement.

   a. Either party may terminate the agreement at any time after the first year without cause by giving the other party not less than one hundred eighty (180) days prior written notice.
   b. Either party may terminate the agreement for cause if the breaching party does not cure the breach within thirty (30) days.
   c. UM may terminate this Agreement immediately and without penalty if it is notified that the U.S. Department of Education has imposed a limitation, suspension, or termination action with regard to the vendor’s ability to contract with UM, or the vendor has been debarred, suspended, or voluntarily excluded government-wide from participation in covered transactions.
   d. UM may terminate the Agreement based upon notice of a price increase.
   e. This contract is cancelable with 60 days of notice to the vendor at the end of any fiscal period in the event funds are not appropriated by the funding authority.
f. If the vendor is unable to resume service within 7 business days due to Force Majeure, UM may immediately terminate the Agreement.

g. The contract is subject to termination if CMD fails to comply with the Mississippi Employment Protection Act.

**Contract Amount:** The amount of the agreement is $400,384 per year for 3 years for a total of $1,201,152, plus a one-time set-up fee of $15,000. The estimated volume is 87,870 calls per year and is based on actual call history. This agreement may be extended for up to two successive two-year renewals upon the consent of both parties. The Flat Rate Service Fee for each subsequent contract year will remain the same or less, unless CMD has provided the School with notice of an increase in fees at least one hundred and twenty (120) days prior to the beginning of the next year. Any requested increases must be tied to a nationally recognized index such as the Consumer Price Index or other appropriate measure such as call volume growth, and cannot exceed a maximum of 3% per year. If all renewals are exercised resulting in a seven year contract and maximum price increases were incorporated, the total contract value (including the one-time set-up fee) would be $2,941,461.

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

**Contractor Selection Process:** This contract resulted from a Request for Proposals process that began in September, 2017. The University received eleven proposals which were evaluated per the criteria listed in RFP 604.

The selection of a provider for Call Center services was based on UM's assessment of the vendor's ability to provide adequate services and the cost associated with that service. Each bidder's proposal was evaluated in the following categories:

1) Ability of the Vendor to provide the required scope of service
2) Demonstrated knowledge of financial aid and bursar issues
3) Technology infrastructure and reporting capabilities
4) Ability to meet quality customer service standards
5) Cost of services and ability to meet fixed monthly pricing
6) References
7) Financial stability of Vendor
8) Training resources

The evaluations were done in stages, with only the top two scoring vendors progressing to the third stage of providing best and final offers. Of the top two proposals, UM award to the lower priced best and final offer proposal.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of contracts for all other land,
personal property, and service contracts that require an aggregate total expenditure of more than $250,000. This agreement has been reviewed and approved by the Associate Commissioner for Legal Affairs. Board staff recommends approval of this item.

2. **UM- REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH COMMISSIONING & GREEN BUILDING SOLUTIONS, INC.**

Agenda Item Request: The University of Mississippi Department of Facilities Planning requests approval to enter into a contract with Commissioning & Green Building Solutions, Inc. (CxGBS).

Contractor’s Legal Name: Commissioning & Green Building Solutions, Inc.

History of Contract: This is a new contract.

Specific Type of Contract: This is a professional services contract.

Purpose: The purpose of this contract is to provide building commissioning and test, adjusting, and balancing services for the new STEM building.

Scope of Work: The scope of work includes all tasks required in the project specifications and drawings to complete the building commissioning and test, adjusting, and balancing services for the new STEM building.

Term of Contract: This agreement is effective beginning on the initial approval date by the University and the IHL Board and ends when the warranty period of the STEM building construction contract ends.

Termination Options: The contract may be terminated for default, in the event that funds associated for payment of this contract become unavailable due to a decrease or change in the legislative appropriation, or lack of compliance with the Mississippi Employment Protection Act.

Contract Amount: The commissioning fees total is $568,356.96. Should UM determine necessary, there are alternates for documentation or services that may be charged on a per year or per visit basis. Those charges are as follows:

- Additional Post-Occupancy Services (per year) $18,711.07
- Additional Site Visits (per visit) $1,638.57
Owner's Project Requirement Documentation $10,133.97

Funding Source for Contract: The funding source for this contract is Internal R&R funds.

Contractor Selection Process: UM solicited proposals from four (4) companies qualified to conduct the required scope of work on the size and complexity of the building systems identified in this project. CxGBS was selected as the lowest and most complete proposal received.

Staff Recommendation: Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. This agreement has been reviewed and approved by the Associate Commissioner for Legal Affairs. Board staff recommends approval of this item.

3. UM—REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH EPI-USE AMERICA

Agenda Item Request: The University of Mississippi (UM) Office of Information Technology requests approval to enter into a contract with EPI-USE America, Inc. for external consulting expertise required for the implementation of SAP SuccessFactors cloud-based Human Capital Management (HCM) software.

Contractor’s Legal Name: EPI-USE America, Inc.

History of Contract: This is a new contract and the first contract between EPI-USE America, Inc. and UM. Similar work of this nature that required external consulting expertise of this scale took place in 1999 and 2003 as part of UM’s overall SAP ERP implementation, in 2013-14 when UM implemented the SAP Grants Management (GM) module, and in 2017 when UM implemented enhancements to the SAP Asset Accounting (AA) module.

Specific Type of Contract: This is a contract for services and includes a statement of work.

Purpose: The purpose of this contract is to define mutually agreed upon objectives and responsibilities regarding services to be performed as part of UM’s implementation of SAP SuccessFactors HCM software. It includes project deliverables, functional and technical services performed by the vendor, vendor responsibilities and university responsibilities.

Scope of Work: This contract is for the consulting services required to implement the Recruiting, Onboarding and Performance & Goals modules of SAP SuccessFactors, SAP’s
cloud based HCM software. UM wishes to implement this software to transform its current processes in employee recruitment and onboarding from manual, paper-based processes to digital, self-service processes. It will also allow the UM HR office to fully maintain UM’s performance appraisal process and take advantage of current industry trends such as multiple appraisals throughout the year, varying appraisal questions based on each department, and 180 degree reviews where employees can evaluate their manager.

This contract is part of a larger project that includes (1) the SAP SuccessFactors software (approved by the IHL Board of Trustees at their November 2017 meeting) and (2) the consulting services for implementation of the software (the subject of this request).

This contract includes a non-solicitation clause where UM and EPI-USE agree that they will not, either directly or indirectly, recruit, hire, solicit for the purpose of hiring or encourage any other person to recruit, hire or solicit for the purpose of hiring any employee or agent of the other for a period of one year after the termination/end of this agreement. This clause protects UM from having employees hired away by EPI-USE as a result of their work on this project and vice versa. This is a common protection clause where IT talent/IT resources are involved.

**Term of Contract:** The contract will become effective upon full execution by both parties and will continue through project acceptance by UM. It is anticipated to be a 31-week project from inception to completion with an estimated completion date of September 1, 2018.

**Termination Options:** UM may terminate this agreement at any time for non-performance or any other reason by notifying EPI-USE in writing at least thirty (30) days in advance of the date of termination specified in such notice. On said termination, EPI-USE shall be paid for all services satisfactorily rendered through the date of said termination and cancellation costs incurred by EPI-USE arising from such termination.

**Contract Amount:** The contract amount includes 2,824 hours of consulting totaling $475,295. UM will compensate EPI-USE in six payments for the completion of work as described in Attachment A of this contract. The fee/payment schedule is below:

<table>
<thead>
<tr>
<th>Milestone #</th>
<th>Milestone Description</th>
<th>Week</th>
<th>% of Total</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>M1</td>
<td>Finalized Project Schedule</td>
<td>4</td>
<td>10</td>
<td>$47,529.50</td>
</tr>
<tr>
<td>M2</td>
<td>Design Sign-off</td>
<td>11</td>
<td>24</td>
<td>$114,070.80</td>
</tr>
</tbody>
</table>
Additionally, travel and expenses are budgeted at 15% of the total project cost ($71,294.00). The total contract amount estimated to be paid by UM to EPI-USE is $546,589.00.

**Funding Source for Contract:** This project will be funded through Educational and General funds.

**Contractor Selection Process:** UM presented this project in its entirety and received approval from the Mississippi Department of Information Technology Services (MSITS) at their June 2017 Board meeting to manage the procurements locally using a competitive bid process. MSITS approved UM’s total project budget of $1,500,000 and issued CP-1 #20170488. This CP-1 covers both the software purchase (UM Request for Proposal #600) as well as the implementation/consulting services. UM Request for Proposal #602 was issued and proposals were accepted from any vendor interested in submitting proposals for the required implementation services. The scoring criteria specified in the Request for Proposals and used to score the applicants is listed below.

- Appearance of financial stability (15 points)
- How well the proposal addresses the overall requirements and functionality (70 points)
- Competitive Pricing (10 points)
- Reference Checks (5 points)

Four vendors submitted proposals, and each vendor was evaluated using the scoring criteria above. Not only did EPI-USE attain the highest score, but their bid was also approximately $200,000 less than the second-place vendor.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of
more than $250,000. This agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

4. **UM – REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH VOYAGER SOPRIS LEARNING**

**Agenda Item Request:** The University of Mississippi Center for Excellence in Literacy Instruction requests approval to enter into a contract with Voyager Sopris Learning, Inc.

**Contractor’s Legal Name:** Voyager Sopris Learning, Inc.

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

**Specific Type of Contract:** This is a consulting services contract.

**Purpose:** The purpose of this contract is to ensure that university faculty responsible for preparing our next generation of teachers for effective reading instruction fully understand, consistently apply, and can explicitly model the evidence-based reading instructional practices established over 30 years and documented by the National Reading Panel and the Institute of Education Sciences.

**Scope of Work:** The Voyager-Sopris Learning shall provide a two-year Language Essentials for Teachers of Reading and Spelling (LETRS) professional development experience for instructors of pre-service courses in the field of education. The experience includes a pre-and post-assessment to measure knowledge growth, seminars for direct teaching of content, onsite coaching/mentoring to monitor the fidelity of the content implementation, and a summary report of the entire project.

**Term of Contract:** The initial term or period of the contract is January 22, 2018 through August 31, 2018 with an extension of up to two additional years by written amendment to the agreement.

**Termination Options:** Either party may terminate the agreement upon thirty days written notice to the other party. In the event of default by Voyager-Sopris Learning, the performance of Voyager-Sopris Learning may be terminated by the University of Mississippi at any time by giving ten days written notice. Should W. K. Kellogg Foundation terminate or issue a stop work order of any nature to the University of Mississippi, the University of Mississippi reserves the right to issue a termination or stop work order pursuant to the terms of action issued by the W. K. Kellogg Foundation regardless of the time frame.
Contract Amount: The contract amount is a total of $419,500 over three years. The total for the initial period is $176,000. The total for year two is $213,500. The total for year three is $30,000.

Funding Source for Contract: The funding source for the contract is the W.K. Kellogg Foundation Grant.

Contractor Selection Process: The vendor was included in the grant proposal because the vendor holds the copyright to the Language Essentials for Teachers of Reading and Spelling (LETRS) professional development program. The MS Department of Education currently utilizes the Language Essentials for Teachers of Reading and Spelling (LETRS) to retrain teachers serving in MS classrooms; thus, by focusing on improving the content knowledge of teacher education faculty utilizing the same professional development program, it is hoped that preservice teachers will exit teacher preparation programs better prepared to teach reading.

Staff Recommendation: Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. This agreement has been reviewed and approved by the Associate Commissioner for Legal Affairs. Board staff recommends approval of this item.

5. UMMC – REQUEST FOR APPROVAL TO AMEND A MASTER AGREEMENT WITH ABBOTT LABORATORIES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Master Agreement with Abbott Laboratories Inc. (Abbott) to add supplies needed for Procalcitonin testing on UMMC’s Abbott Architect i1000 analyzers. This testing is used as an indicator for sepsis.

Contractor’s Legal Name: Abbott Laboratories Inc.

History of Contract: On June 19, 2014, the Board of Trustees approved the five (5) year agreement with Abbott for a total of $2,853,759.61 for the lease of laboratory equipment and purchase of equipment maintenance and related supplies for diagnostic testing. UMMC owns one (1) Abbott Architect i1000 analyzer and three (3) TDx/Flx instruments, and UMMC leases two (2) additional Architect i1000 analyzers under the agreement. The commodities purchased for the six (6) instruments are used to perform diagnostic testing used by transplantation services, testing for infectious diseases that may be transmitted through blood
products or human organs. The addition of Procalcitonin testing to this same testing platform will allow UMMC to also use the existing equipment to test for sepsis.

**Specific Type of Contract:** Amendment

**Purpose:** The purpose of the Master Agreement is to lease laboratory equipment and purchase equipment maintenance and related supplies for diagnostic testing. The purpose of the amendment is to add supplies needed for Procalcitonin testing on UMMC’s Abbott Architect i10000 analyzers.

**Scope of Work:** Under the amended Master Agreement, Abbott will provide:
- the lease of two (2) Architect i1000 instruments;
- maintenance services for one (1) Architect i1000, owned by UMMC;
- maintenance services for two (2) Architect i1000, owned by Abbott;
- supplies for use with three (3) Architect i1000 instruments and three (3) TDx/Flx instruments, now including supplies used in Procalcitonin testing; and
- training in the use of the equipment.

**Term of Contract:** The term of the amendment will begin February 1, 2018, and end June 30, 2019, coterminous with the existing Master Agreement.

**Termination Options:** Termination options include:
- material breach by either party under the agreement upon sixty (60) days written notice of opportunity to cure by the non-breaching party;
- at any time by either party upon ninety (90) days written notice;
- a failure by Abbott to comply with the federal E-Verify program;
- reduction of funds; and
- by Abbott due to UMMC’s unauthorized use of the products

**Contract Amount:** The total cost of the amended Master Agreement is $3,090,289.86. This reflects an increase in the total contract cost of $236,530.25 in commodity costs for remaining one (1) year and five (5) months of the term of the contract.

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

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

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.
6. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A COLLECTION AGREEMENT WITH ONE ADVANTAGE, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a collection agreement with One Advantage, LLC.

**Contractor’s Legal Name:** One Advantage, LLC (One Advantage)

**History of Contract:** Although this is a new agreement, Hollis Cobb has provided UMMC with debt collection services since June 2011 based on IHL Board approval.

In addition to this request, UMMC has submitted for consideration a separate Debt Collection Services Agreement with Hollis Cobb Associates, Inc. UMMC seeks to contract with two (2) bad debt vendors at the same time to drive performance.

**Specific Type of Contract:** Debt Collection Services Agreement

**Purpose:** The purpose of the agreement is for the management and collection of bad debt accounts for both hospital and physician services. One Advantage will service patient accounts that meet the criteria for “bad debt” and have been determined uncollectable by standard institutional billing practices.

**Scope of Work:** Under the agreement, One Advantage will:

- remit weekly to UMMC any recovered funds,
- collect aged patient accounts receivable that are at least 120 days from discharge,
- review all accounts to identify potential third party payment sources and follow up with billing and collection processes if they are identified,
- apply appropriate processes to notify the patient of their payment responsibility,
- maintain complete and accurate records of collections services transactions in accordance with applicable accounting practices,
- report and detail data for placements, payments, adjustments, payment source, aging, cash collection as a percent of charge, productivity of collectors based on accounts per collector, accounts worked per day, contacts per day, calls per day, and cash collections by individual collector,
- complete a monthly scorecard provided by UMMC,
- transmit files to UMMC on weekly and monthly basis,
• transmit and collect data extracts (automated notes, payments, adjustments, etc.) to UMMC in a predefined format compatible with UMMC’s EPIC SBO software billing system, and
• retain and allow access to any of One Advantage’s books, documents, papers, and/or records which are maintained or produced as a result of this agreement.

UMMC will provide One Advantage with the following:
• lists of aged patient accounts based on alphabetic split,
• demographic information for the patient and/or guarantor,
• signed consent to treat if necessary,
• account level notes regarding UMMC communications with the patient and/or guarantor, and
• daily transmission of payment/adjustment files.

**Term of Contract:** The term of the agreement is five (5) years – March 1, 2018 through February 28, 2023.

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

• by UMMC at any time upon 120 days written notice,
• reduction of funds,
• a violation or breach by One Advantage of the HIPAA Business Associate Agreement upon ten (10) days notice of opportunity to cure,
• failure by One Advantage to comply with the federal E-Verify Program,
• a breach by One Advantage of the terms of the contract upon ten (10) days notice of opportunity to cure,
• a breach by One Advantage of any representations and warranties to UMMC as specified in the agreement, and
• an inability to agree to renegotiated contract terms in the event a change in law occurs that materially restricts or prohibits the rights of either party or otherwise makes it desirable for the parties to renegotiate the agreement.

**Contract Amount:** The total estimated cost of this agreement is $4,182,407.78, as broken down below. Under the agreement, UMMC will pay a contingency fee of 10.50% of funds collected.
<table>
<thead>
<tr>
<th>Year</th>
<th>Estimated Amount Collected</th>
<th>Collection Fee</th>
<th>Estimated Collection Fee Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One</td>
<td>$ 7,502,625.00</td>
<td>10.50%</td>
<td>$ 787,775.63</td>
</tr>
<tr>
<td>Year Two*</td>
<td>$ 7,727,703.75</td>
<td>10.50%</td>
<td>$ 811,408.89</td>
</tr>
<tr>
<td>Year Three*</td>
<td>$ 7,959,534.86</td>
<td>10.50%</td>
<td>$ 835,751.16</td>
</tr>
<tr>
<td>Year Four*</td>
<td>$ 8,198,320.91</td>
<td>10.50%</td>
<td>$ 860,823.70</td>
</tr>
<tr>
<td>Year Five*</td>
<td>$ 8,444,270.54</td>
<td>10.50%</td>
<td>$ 886,648.41</td>
</tr>
<tr>
<td>Estimated Total</td>
<td>$ 39,832,455.06</td>
<td>10.50%</td>
<td>$ 4,182,407.78</td>
</tr>
</tbody>
</table>

*UMMC estimates $85,500,000 in accounts will be placed for collection in the first year based on historical amounts. The annual projected placement was then multiplied by nine percent (9%) for a rate of return to achieve the annual gross collections. UMMC estimates that 97.5% of the gross collections amount will be realized to give the estimated amount collected. The estimated amount collected is then multiplied by the collection fee of 10.50% to derive the estimated collection cost. For the cost in Years 2-5, UMMC used a multiplier of three percent (3%) compounded annually to estimate the amount of collected to account for potential increases in account volumes.

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

**Contractor Selection Process:** UMMC issued RFP 1236 for Debt Collection Services in March 2017 and received eighteen (18) responses. Under the RFP, UMMC had the option to award the bid in whole or in part, therefore, UMMC elected to award contracts to the two (2) vendor responders. Both Hollis Cobb Associates, Inc. and One Advantage, LLC were awarded contracts based on pricing and RFP indicating an ability to meet or exceed the requirements necessary to provide debt collection services.

**Staff Recommendation:** Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

### 7. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH CENTRAL ADMIXTURE PHARMACY SERVICES, INC.

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with Central Admixture Pharmacy Services, Inc. for the purchase of solutions to be used during heart surgeries. Additionally, UMMC requests
approval to add and/or remove solutions from the products covered under the agreement without requiring submission to the Board so long as there is adequate funding.

Contractor’s Legal Name: Central Admixture Pharmacy Services, Inc. (CAPS)

History of Contract: This is a new agreement although UMMC has used CAPS for the purchase and delivery of solutions since approximately April 2013. UMMC initially entered into an agreement with CAPS in 2013 for an estimated cost less than $250,000. However, the agreement automatically renewed year after year thereafter for a total spend to date exceeding $570,585. The proposed agreement will replace the 2013 agreement.

Specific Type of Contract: CAPS IV Services Agreement.

Purpose: The purpose of the agreement is for the purchase and delivery of compounded sterile preparations of cardioplegia IV solutions which are used to stop the heart during cardiac surgical procedures.

Scope of Work: Under the agreement, CAPS will provide compounded sterile preparations and delivery services. UMMC will order the solutions with the appropriate physician orders necessary for CAPS to accurately prepare the solutions. Each dose provided by CAPS will contain labeling that includes the specific compounding information. UMMC will purchase from CAPS a minimum of $5,000 of solutions and a minimum of 80% of this type of solution each year.

Term of Contract: The initial term of the agreement is three (3) years and will automatically renew thereafter year to year, up to a total term of five (5) years. UMMC requests approval for the entire five (5) year term from February 1, 2018, through January 31, 2023.

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

- by either party after three (3) years and upon sixty (60) days notice at the end of the then current contract term,
- reduction of funds,
- a breach by either party of any representations or warranties to the other party as set forth in the terms of the agreement,
- by UMMC upon sixty (60) days notice if CAPS is unable to satisfy UMMC’s compliance with any standards established by its accreditation body, and
- failure by CAPS to comply with the federal E-Verify Program.

Contract Amount: The total estimated cost of the five (5) year agreement is $1,208,183.37. UMMC has calculated a 20% potential annual volume increase over historical spend
beginning in Year 1. UMMC has also calculated a 5% potential annual price increase beginning in Year 2.

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

Contractor Selection Process: The purchased products qualify as clinical commodities, which are exempted from procurement requirements under Miss. Code Ann. §31-7-1(e).

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

8. UMMC- REQUEST FOR APPROVAL OF AMENDMENT 18 WITH EPIC SYSTEMS CORPORATION

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval of Amendment 18 to its current license and support agreement with Epic Systems Corporation.

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

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

In August 2013, the Board approved an amendment to add and/or delete various Epic interfaces and to add various Epic interfaces (new/special request interfaces) that were not part of the 2010 agreement. In addition, the amendment provided for the implementation of three (3) Epic modules that were purchased in 2010 and that had reached the implementation stage. The amendment also added contract language that gave UMMC the option to license, access and use certain items of software at its discretion. The total cost associated with the 2013 amendment was estimated to be $1,151,032 and increased the overall cost to $38,003,402.
In August 2014, the Board approved two (2) amendments to the Epic agreement - Amendment 3 for the conversion of the non-exclusive license to a perpetual license and the extension of support services; and, Amendment 4 which allowed for the addition of new Epic modules and interfaces. The combined cost of the amendments increased the total cost of the Epic agreement to $60,630,030.01.

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

The Board approved Amendment 7 to the Epic agreement at the August 2015 Board meeting. The amendment provided for additional Epic licenses; additional InterSystems Cache licenses for concurrent users; the implementation of Epic Beaker in the Anatomic Pathology department; and, the implementation of clinical case management within Epic. The total estimated cost for this amendment was $2,167,068 which increased the total estimated cost of the agreement to $62,944,098.01.

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

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

On January 19, 2017, the board approved UMMC to enter into Amendments eleven (11), twelve (12), thirteen (13) fourteen (14) and an Epic Service Request. Amendment eleven (11), allowed an update to the pricing previous indicated in Amendment ten (10), due to UMMC having gone live with one or more interfaces between the time Amendment ten (10) was prepared for UMMC and the time that the Amendment was executed. Amendment twelve (12), added Carequality Exchange functionality to the currently licensed Care Everywhere program property. Carequality Exchange allows the exchange of patient date with other healthcare providers using the Exchange product. Amendment thirteen (13) increased the annual volume of ambulatory licenses visits to 800,000. Amendment fourteen (14) increased the annual volume inpatient license to 260,000 annual inpatient visits. This amendment effectively voided provision 1, “Volume Adjustment” of Amendment 8. The Epic Service Request provided for Epic assistance in implementation of previously licensed outgoing address verification query interface. The total cost of the four amendments and the Epic Service Requests was $713,317.00, which brings the total cost for the Epic agreement to $66,264,465.01.

On May 18, 2017, the Board approved UMMC to enter into Amendment Fifteen (15) and an Epic Service Request. Amendment Fifteen (15) provided UMMC the ability to increase its licensed volume for inpatient visits and ambulatory visits as needed for UMMC’s Epic Community Connect (ECC) client, the first of which will be the Mississippi Department of Health (MSDH). Additionally, the amendment allowed UMMC to defer payment for such increases until they are needed, so long as those increases are initiated prior to September 30, 2017. Previously, UMMC was required to pay the fees at the time the amendment was fully executed. The Service Request allowed for annual maintenance, implementation services, project team training and post-live support for the Epic Wisdom General Dentistry
application. Amendment Fifteen (15) and the Service Request brought the total approved cost of the Epic Agreement to $67,359,789.01.

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

In addition to this request, UMMC has submitted a Service Request for consideration at the January 18, 2018 meeting.

Specific Type of Contract: Amendment 18 to the current Epic agreement.

Purpose: The purpose of Amendment Eighteen (18) to the current Epic License and Support Agreement is to provide the Patient Abstractor license to UMMC’s program property. This will allow UMMC to perform clinical data conversions from other legacy clinical systems into its EpicCare Electronic Health Record (EHR) production system.

Scope of Work: Under Amendment eighteen (18) Epic will provide the license and maintenance for Patient Abstractor. UMMC will follow Epic’s most current guidelines concerning usage.

Term of Contract: The term of amendment 18 will begin on or about February 1, 2018, and is coterminous with the current Epic License and Support Agreement which remains in effect in perpetuity in regards to the licenses, and it is also coterminous regarding maintenance coverage which ends August 22, 2019.

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

- by either party upon ninety (90) days notice prior to the end of an annual term,
- by UMMC for an operational system failure upon forty-five (45) days notice in which to cure such failure,
• by Epic upon notice of an infringement claim in which Epic is unable to modify or provide an appropriate program replacement,
• in the event either party becomes the subject of bankruptcy, and
• by either party for a breach of a material term of the agreement and failure to cure upon sixty (60) days written notice.

The original contract associated with the proposed amendment contains the following Non-Solicitation Provision:

21 g. – Restriction on Offers of Employment. Epic and You will not during, or within twelve (12) months of the termination of, an employee’s employment with the other party, solicit, discuss the terms of prospective employment with, or hire (directly as employees or indirectly as contractors or subcontractors, or in any other capacity) any employee of the other party who has worked on the development, installation or maintenance of Epic software, unless the hiring party has the prior written consent of the other part. Epic may choose not to work with or provide training for any former Epic employee employed by You or working with You as an employee of a consultant hired by You if such employee is hired less than 12 months after the date of the termination of such former employee’s employment with Epic.

UMMC has offered the following justification for including the provision:
Due to the expense incurred by UMMC to train our information technology (IT) personnel on Epic and the highly competitive IT job market, it is in UMMC’s best interest to include in this contract a non-solicitation provision. Such provision is meant to deter the vendor for actively soliciting UMMC employees away from UMMC. Additionally, it is important to note that this provision was contained in the original agreement which is standard language in EPIC contracts, which is vitally important to EPIC (as well as other IT vendors) due to the competitive nature of the IT job market and the in-depth skills training that EPIC provides to its employees.

Contract Amount: The estimated cost for Amendment Eighteen (18) is $8,000.00. With Amendment Eighteen (18), the total estimated approved cost for the Epic agreement is now $67,367,789.01.

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

Contractor Selection Process: UMMC is currently under contract with Epic.
Staff Recommendation: Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

9. **UMMC – REQUEST FOR APPROVAL OF A SERVICE REQUEST WITH EPIC SYSTEMS CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval of a Service Request with Epic Systems Corporation.

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

**History of Contract:** Please refer to the Agenda Item write up for Epic Amendment 18 for a complete history of UMMC’s current agreement with Epic.

In addition to this request, UMMC has submitted Epic Amendment 18 for consideration at the January 18, 2018 meeting.

**Specific Type of Contract:** Service Request for the current Epic agreement.

**Purpose:** The purpose of this service request is to allow Epic to submit UMMC’s 2017 electronic Clinical Quality Measures (eCQM) data electronically to The Joint Commission (TJC), UMMC’s clinical accrediting body. This allows UMMC to meet the requirements of submitting quality metrics data electronically to TJC by a third party vendor.

**Scope of Work:** Epic will submit UMMC’s 2017 clinical quality measures electronically to TJC.

UMMC will:

- provide to Epic, access to the data for the 2017 eCQM set at least forty-five (45) days in advance of the submission deadline,
- supply Epic with the data in QRDA I format,
- provide reasonable assistance as requested by Epic in connection with any transmission or retransmission of UMMC’s data, and
- be responsible for the quality, integrity, and long-term retention of all data provided to Epic for submission to TJC.
Term of Contract: The term of the Service Request will begin on or about February 1, 2018, and will expire upon completion of service or upon expiration of the current agreement which is August 22, 2019.

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

- by either party upon ninety (90) days notice prior to the end of an annual term,
- by UMMC for an operational system failure upon forty-five (45) days notice in which to cure such failure,
- by Epic upon notice of an infringement claim in which Epic is unable to modify or provide an appropriate program replacement,
- in the event either party becomes the subject of bankruptcy, and
- by either party for a breach of a material term of the agreement and failure to cure upon sixty (60) days written notice.

The original contract associated with the proposed amendment contains the following Non-Solicitation Provision:

21 g. – Restriction on Offers of Employment. Epic and You will not during, or within twelve (12) months of the termination of, an employee’s employment with the other party, solicit, discuss the terms of prospective employment with, or hire (directly as employees or indirectly as contractors or subcontractors, or in any other capacity) any employee of the other party who has worked on the development, installation or maintenance of Epic software, unless the hiring party has the prior written consent of the other party. Epic may choose not to work with or provide training for any former Epic employee employed by You or working with You as an employee of a consultant hired by You if such employee is hired less than 12 months after the date of the termination of such former employee’s employment with Epic.

UMMC has offered the following justification for including the provision:
Due to the expense incurred by UMMC to train our information technology (IT) personnel on Epic and the highly competitive IT job market, it is in UMMC’s best interest to include in this contract a non-solicitation provision. Such provision is meant to deter the vendor for actively soliciting UMMC employees away from UMMC. Additionally, it is important to note that this provision was contained in the original agreement which is standard language in EPIC contracts, which is vitally important to EPIC (as well as other IT vendors) due to the competitive nature of the IT job market and the in-depth skills training that EPIC provides to its employees.

Contract Amount: The total estimated cost for this Service Request is $36,000 With this request, the total estimated cost of the Epic Agreement increases to $67,403,789.01
Funding Source of Contract: The amendment cost will be funded by hospital patient revenue.

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

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

10. UMMC- REQUEST FOR APPROVAL TO ENTER INTO A COLLECTION AGREEMENT WITH HOLLIS COBB ASSOCIATES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a collection agreement with Hollis Cobb Associates, Inc.

Contractor’s Legal Name: Hollis Cobb Associates, Inc. (Hollis Cobb)

History of Contract: Although this is a new agreement, Hollis Cobb has provided UMMC with debt collection services since June 2011 based on IHL Board approval.

In addition to this request, UMMC has submitted for consideration a separate Debt Collection Services Agreement with One Advantage, LLC. UMMC seeks to contract with two (2) bad debt vendors at the same time to drive performance.

Specific Type of Contract: Debt Collection Services Agreement

Purpose: The purpose of the agreement is for the management and collection of bad debt accounts for both hospital and physician services. Hollis Cobb will service patient accounts that meet the criteria for “bad debt” and have been determined uncollectable by standard institutional billing practices.

Scope of Work: Under the agreement, Hollis Cobb will:

- remit weekly to UMMC any recovered funds,
- collect aged patient accounts receivable that are at least 120 days from discharge,
- review all accounts to identify potential third party payment sources and follow up with billing and collection processes if they are identified,
- apply appropriate processes to notify the patient of their payment responsibility,
- maintain complete and accurate records of collections services transactions in accordance with applicable accounting practices,
• report and detail data for placements, payments, adjustments, payment source, aging, cash collection as a percent of charge, productivity of collectors based on accounts per collector, accounts worked per day, contacts per day, calls per day, and cash collections by individual collector,
• complete a monthly scorecard provided by UMMC,
• transmit files to UMMC on weekly and monthly basis,
• transmit and collect data extracts (automated notes, payments, adjustments, etc.) to UMMC in a predefined format compatible with UMMC’s EPIC SBO software billing system, and
• retain and allow access to any of Hollis Cobb’s books, documents, papers, and/or records which are maintained or produced as a result of this agreement.

UMMC will provide Hollis Cobb with the following:

• lists of aged patient accounts based on alphabetic split,
• demographic information for the patient and/or guarantor,
• signed consent to treat if necessary,
• account level notes regarding UMMC communications with the patient and/or guarantor, and
• daily transmission of payment/adjustment files.

Term of Contract: The term of the agreement is five (5) years – March 1, 2018 through February 28, 2023.

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

• by UMMC at any time upon 120 days written notice,
• reduction of funds,
• a violation or breach by Hollis Cobb of the HIPAA Business Associate Agreement upon ten (10) days notice of opportunity to cure,
• failure by Hollis Cobb to comply with the federal E-Verify Program,
• a breach by Hollis Cobb of the terms of the contract upon ten (10) days notice of opportunity to cure,
• a breach by Hollis Cobb of any representations and warranties to UMMC as specified in the agreement, and
• an inability to agree to renegotiated contract terms in the event a change in law occurs that materially restricts or prohibits the rights of either party or otherwise makes it desirable for the parties to renegotiate the agreement.
**Contract Amount:** The total estimated cost of this agreement is $4,281,988.92, as broken down below. Under the agreement, UMMC will pay a contingency fee of 10.75% of funds collected.

<table>
<thead>
<tr>
<th>Year</th>
<th>Estimated Amount Collected</th>
<th>Collection Fee</th>
<th>Estimated Collection Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One</td>
<td>$7,502,625.00</td>
<td>10.75%</td>
<td>$806,532.19</td>
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<tr>
<td>Year Two*</td>
<td>$7,727,703.75</td>
<td>10.75%</td>
<td>$830,728.15</td>
</tr>
<tr>
<td>Year Three*</td>
<td>$7,959,534.86</td>
<td>10.75%</td>
<td>$855,650.00</td>
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<tr>
<td>Year Four*</td>
<td>$8,198,320.91</td>
<td>10.75%</td>
<td>$881,319.50</td>
</tr>
<tr>
<td>Year Five*</td>
<td>$8,444,270.54</td>
<td>10.75%</td>
<td>$907,759.08</td>
</tr>
<tr>
<td>Estimated Total Cost</td>
<td>$39,832,455.06</td>
<td>10.75%</td>
<td>$4,281,988.92</td>
</tr>
</tbody>
</table>

*UMMC estimates $85,500,000 in accounts will be placed for collection in the first year based on historical amounts. The annual projected placement was then multiplied by nine percent (9%) for a rate of return to achieve the annual gross collections. UMMC estimates that 97.5% of the gross collections amount will be realized to give the estimated amount collected. The estimated amount collected is then multiplied by the collection fee of 10.75% to derive the estimated collection cost. For the cost in Years 2-5, UMMC used a multiplier of three percent (3%) compounded annually to estimate the amount of collected to account for potential increases in account volumes.

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

**Contractor Selection Process:** UMMC issued RFP 1236 for Debt Collection Services in March 2017 and received eighteen (18) responses. Under the RFP, UMMC had the option to award the bid in whole or in part, therefore, UMMC elected to award contracts to the two (2) vendor responders. Both Hollis Cobb Associates, Inc. and One Advantage, LLC were awarded contracts based on pricing and RFP indicating an ability to meet or exceed the requirements necessary to provide debt collection services.

**Staff Recommendation:** Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

11. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A COMMISSIONING AGREEMENT WITH SMITH SECKMAN REID, INC. D/B/A SSRCx**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into Commissioning Agreement with Smith Seckman Reid, Inc. d/b/a
SSRCx (SSRCx) for the provision of building commissioning services for the Children’s of Mississippi Expansion Project (Expansion Project). Serving as the Commissioning Agent for the Expansion Project, SSRCx will review project drawings and inspect installation of mechanical, electrical, plumbing (MEP), and building envelope systems to ensure that those systems are installed and functioning according to project drawings and specifications.

Contractor’s Legal Name: Smith Seckman Reid, Inc d/b/a SSRCx (SSRCx)

History of Contract: This is a new contract with SSRCx to provide building commissioning services for the Children’s of Mississippi Expansion Project. In the past, commissioning services for UMMC projects were included as part of the designated project architect’s scope. However, due to the size and complexity of the Expansion Project and also in consideration of industry standards regarding contracting for commissioning services, UMMC elected to contract directly with a third-party firm to provide these services.

In June 2017, UMMC publicly advertised Request for Qualifications (RFQ) 1245 for Building Commissioning Services. UMMC elected to contract with SSRCx as the chosen vendor.

Specific Type of Contract: Commissioning Agreement

Purpose: The purpose of this agreement is to provide building commissioning services for the Children’s of Mississippi Expansion Project throughout the design, construction, acceptance, and post occupancy phases of the project. SSRCx will review project drawings and inspect installation of mechanical, electrical, plumbing (MEP), and building envelope systems to ensure that those systems are installed and functioning according to project drawings and specifications.

Scope of Work: Under the agreement, SSRCx will:
- Inspect MEP and Building Envelope systems throughout the construction project;
- Review project architectural drawings, project specifications, shop drawings, and construction sequencing;
- Verify material assembly/compatibility through review of shop drawings and submittals;
- Conduct monthly meetings with contractor and subcontractors regarding system installations;
- Perform On-Site visits to perform functional testing of installed systems;
- Provide periodic reports of on-site construction observations throughout the project;
- Issue a project commissioning status report to the design team monthly;
- Conduct periodic progress meetings as required in conjunction with on-site observation visits;
- Maintain a master list of issues to document and manage items to be addressed and coordinate with contractor and/or subcontractors for resolution;
Provide final commissioning report once construction is complete; and
Perform post-occupancy inspections of MEP and Building Envelope systems and update final commissioning report.

Under the agreement, UMMC will provide:

- Electronic searchable copies of all construction documents, specifications, all addenda, and scope changes of any kind issued throughout to term of the contract;
- All RFIs related to the equipment to be commissioned;
- Electronic copies of contractor’s initial submittals for review;
- Electronic searchable copies of all Architect and Engineer approved shop drawings related to the equipment to be commissioned;
- Electronic searchable copies of all Architect and Engineer approved operations and maintenance manuals related to the equipment to be commissioned;
- All start-up documentation related to the equipment to be commissioned, including start-up forms proposed to be used and completed documentation;
- Construction schedules and all revisions issued throughout to term of the contract;
- Electronic searchable copy of the final test and balance report;
- Training plans, training schedules, attendance sheets, individual training class agendas, handouts, etc.;
- Project directory of commissioning team contacts; and
- Access to the interior and exterior of the observation/test areas, including operation of any lifts, swing stages, and/or scaffolding as may be necessary

**Term of Contract:** The term of the agreement is four (4) years, beginning January 25, 2018, and expiring January 31, 2022.

**Termination Options:** The agreement may be terminated as follows:
- Failure by SSRCx to comply with the federal E-Verify program;
- By UMMC with or without cause upon providing thirty (30) days’ written notice to SSRCx;
- By UMMC if SSRCx refuses or fails to perform any of the provisions of the agreement, otherwise fails to timely satisfy the agreement provisions, or commits any other substantial breach of this agreement, UMMC may notify SSRCx in writing of the nonperformance and if not cured in ten (10) days or any longer time specified in writing by UMMC;
- Immediately upon SSRCx’s breach of any of the following ongoing representations and warranties that SSRCx, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise
declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
  - are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
  - are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in SSRCx being excluded from participation in the Federal Healthcare Programs or any state healthcare programs;
- In the event of a reduction in funds; and
- By either party in the event of a change in law resulting in an adverse consequence and the parties cannot agree to renegotiated terms.

**Contract Amount:** The total cost for the four (4) year agreement shall not exceed $581,963.00, as broken down below. All fees include travel.

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<tbody>
<tr>
<td>MEP Fee</td>
<td>$479,358</td>
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<tr>
<td>Building Envelope Commissioning Fee</td>
<td>$102,605</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$581,963</strong></td>
</tr>
</tbody>
</table>

**Funding Source of Contract:** This agreement will be funded by long-term and intermediate term fixed bond rates, state appropriations, patient revenues, and development funds.

**Contractor Selection Process:** UMMC selected SSRCx utilizing a Request for Qualifications (RFQ 1245 Building Commissioning Service) that was publicly advertised. UMMC received eight (8) responses to the RFQ. A selection committee composed of representatives from UMMC’s Planning, Design, and Construction and Physical Facilities Departments reviewed the responses submitted and arrived at a consensus score for each. The three (3) highest scoring firms were invited for an in-person interview, after which the firms were ranked from highest to lowest. SSRCx was the highest scoring firm and UMMC began negotiation with SSRCx.

**Staff Recommendation:** Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

12. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AMENDMENT WITH nTHrive Revenue Systems, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an amendment with nThrive Revenue Systems, LLC (nThrive) f/k/a
MedAssets Net Revenue Systems, LLC (MedAssets) to update the contracting party and add the embedded claims conversion services to the existing statement of work (SOW). UMMC also requests the Board’s approval of a waiver to allow advanced payment, pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, for payment of services. Payment for conversion services is due in advance.

Contractor’s Legal Name: nThrive Revenue Systems, LLC (nThrive) f/k/a MedAssets Net Revenue Systems, LLC

History of Contract: In May 2012, the Mississippi Department of Information and Technology Services (ITS) entered into a five (5) year agreement with OptumInsight Inc. (Optum) on behalf of UMMC. This agreement provided for medical claims clearinghouse services. UMMC has encountered numerous issues with the services being provided. The issues include the following:

- Optum’s clearinghouse is not a claims scrubber, meaning that only minimal claim editing is performed on UMMC’s claims resulting in denials from payors;
- Optum’s clearinghouse does not provide the functionality of an external billing system, meaning UMMC’s revenue cycle staff are not able to access UMMC claims through Optum for the purpose of claim edit resolution; and
- Optum’s clearinghouse provides no reporting tools or capabilities.

In January 2014, UMMC entered into a three (3) year agreement with the SSI Group, Inc. to provide an external billing system and clearinghouse services for UMMC’s legacy (pre-EPIC) hospital billing accounts in order to meet the compliance standards set by the Centers for Medicare and Medicaid (CMS). The standards require that UMMC be able to rebill a claim upon request if an audit performed by CMS deems it necessary. This was executed as a sole-source agreement because the legacy accounts are housed in SSI’s product, ClickON Billing. Due to the issues UMMC was having with Optum in May 2014, UMMC executed an addendum to the current SSI agreement to expand the use of ClickON Billing for current hospital billing accounts, which allowed UMMC to comply with CMS standards while a more comprehensive solution was found. Although SSI’s ClickON Billing met many of UMMC’s business needs, it was not a comprehensive claims management solution. Therefore, on August 20, 2015, UMMC requested and the board approved UMMC to enter into a new master agreement and SOW for a comprehensive claims management solution with MedAssets. The term of the master agreement began September 1, 2015 and ends upon the date of the last active SOW. The SOW is for a term of five (5) years and began on September 1, 2015 and ends August 31, 2020. The total approved cost of the agreement was $3,132,872.80.

Specific Type of Contract: First Amendment
Purpose: The purpose of this amendment is to add embedded claims conversion service to the existing SOW. The embedded claims conversion will allow UMMC to integrate the claims management system with Epic. The integration allows both systems to communicate allowing for automated acceptance and work queue routing for claims. By utilizing this integration the claims scrubber will be able to return claim errors directly back into Epic to allow needed edits to those claims in a near real-time environment.

Scope of Work: Under this amendment, nThrive will provide the following:

- Services for the integration between the Claims Management Module and the PAS; and
- Ongoing support services.

UMMC will:

- Pay in advance for the services being provided; and
- Provide all data required.

Term of Contract: The term of the amendment will begin on or about February 1, 2018 and end August 31, 2020, which is coterminous with the existing SOW.

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

- By UMMC in the event of a reduction in available funding;
- By either party for a material breach if breaching party cannot remedy the breach within thirty (30) days of notice by the non-breaching party;
- Failure of nThrive to comply with eVerify requirements;
- In the event that nThrive, acting as a business associate, as defined by the Health Insurance Accountability and Portability Act (HIPAA), improperly uses or discloses protected health information in breach of the business associate agreement (BAA); and,
- If UMMC makes the determination that a material condition of performance by nThrive, acting as a business associate, as defined by the HIPAA, has changed or the business associate has breached a material term of the BAA.

The SOW may be terminated as follows:

- Pursuant to the termination options of the master agreement, and
- Upon the third anniversary of the last module start date, either party shall have the right to terminate the SOW at any time without cause by providing the other party with thirty (30) days written notice of its intent to terminate.

Contract Amount: The estimated cost of the amendment is $20,000.00. The total cost of the amended agreement will be $3,152,872.80.
Funding Source of Contract: The agreement will be funded by hospital patient revenue.

Contractor Selection Process: UMMC is currently contract with nThrive for claims services.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

13. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH WINSTON COUNTY MEDICAL FOUNDATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Lease Agreement with Winston County Medical Foundation (WCMF). The purpose of the agreement is to lease approximately 3,085 square feet of clinical space located at 17280 East Main Street, Louisville, MS, for UMMC’s Department of Dermatology. This rural clinic will be a catalyst for progress and will allow UMMC to further populate the state with dermatology providers – especially given the medical underserved populations in rural Mississippi. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to allow prepayment of rent on the first day of each month.

**Contractor’s Legal Name:** Winston County Medical Foundation (WCMF)

**History of Contract:** On April 21, 2016, the IHL Board approved a Lease Agreement between UMMC and WCMF. As part of the Lease Agreement, WCMF was to construct a new clinical building, approximately 3,300 square feet, and lease it to UMMC for five (5) years, with a five (5) year automatic renewal. Following approval by IHL and signing of the Lease Agreement, construction pricing by WCMF fell well above the budgeted amount and fair market rental value. After several attempts to modify the plans to reduce scope, WCMF determined that it would not be able to provide the new building within the desired budget.

Following design overages prohibiting construction, WCMF proposed an alternative location to UMMC to be used for its Dermatology operations. It is an existing building located at 17280 East Main Street in Louisville, and most recently housed WCMF’s rehabilitation program. The rehabilitation program has since moved into the new Medical Center in
Louisville. WCMF will renovate the entire building to accommodate UMMC Dermatology and lease it for the same term as previously approved – five (5) years, with a five (5) year optional extension. The base rental rate of $15.00 per square foot will remain the same as in the original agreement. In addition to the base rent, WCMF has agreed to include additional amenities including: utilities, environmental services, and landscaping services for an additional $6.50 per square foot, thereby making the total $21.50 per square foot. WCMF has allotted $345,545.49 toward the design and renovation of their rehabilitation facility.

While the more long-term facility has been under development, UMMC found temporary space located at 313 N. Court Avenue in Louisville, Mississippi. Although not ideal, this temporary location has allowed UMMC to become operational in this rural area.

**Specific Type of Contract:** This is a new Lease Agreement.

**Purpose:** The purpose of the Lease Agreement is to lease approximately 3,085 square feet of clinic space in Louisville, Mississippi (Winston County). This lease will provide UMMC the opportunity to offer dermatology services in this rural setting. This rural clinic will be a catalyst for progress and will allow UMMC to further populate the state with dermatology providers – especially given the medically underserved populations in rural Mississippi.

**Scope of Work:** Under the lease, the WCMF has agreed to:

- To pay for the renovation of a building that will provide for 3,085 square feet of usable space, which will be leased to UMMC to be used as a medical clinic for medical, educational, and research purposes only.
- To obtain an appropriate contractor to renovate the building, obtain all necessary approvals and certificates related renovation and communicate/update UMMC as to progress of renovation.
- Maintain the parking lot and structural components of the building and electrical infrastructure including repairing any damage to the interior of the building due to water leaking pipes or from storm or rain entering building through no fault of UMMC.
- Repair or restore, at its sole expense, all damage to the premises caused by WCMF employees, agents or invitees.
- Provide utilities and environmental services.
- Maintain the grounds and landscaping of the property.
- Pay all real property taxes, if any, assessed on the property or improvements thereof.
- Maintain fire and extended coverage insurance and property damage insurance on the premises for not less than the full insurable value of the premises.

UMMC agrees to:

- Make necessary arrangements for removal of medical waste in compliance with rules, regulations and environmental laws regulating same.
• To not make or allow any unlawful or improper use of the premises.
• Be solely responsible, at its own expense, for supplying all furnishings, equipment and other personal property necessary for operation of the medical clinic.
• Furnish, at UMMC’s expense, all maintenance and ordinary repair services for the interior of the building to include interior painting, decorating or redecorating of the building.
• Not make any alterations or additions to the building without obtaining the lessors prior written permission.
• Repair or restore, at its sole expense, all damage to the premises caused by UMMC’s employees, agents or invitees.
• Be solely responsible for taxes, if any, assessed on all equipment and other personal property brought into the premises.
• Maintain insurance on all personal property.

Term of Contract: The term of the Lease Agreement is sixty (60) months with a single five (5) year automatic renewal term. UMMC expects the commencement date of the Lease Agreement to be on or about September 1, 2018, which would cause the expiration date to be August 31, 2028.

Termination Options: Termination options include the following:
• At the end of the initial term, UMMC may terminate the agreement upon 180 days’ notice of UMMC’s intent not to renew the agreement for another term of five (5) years.
• The WCMF may terminate the agreement if the cost of construction exceeds the assumed budget as described in the agreement.
• In event of UMMC’s failure to pay any installment, WCMF may terminate the agreement without written consent.
• A non-breaching party can terminate the agreement in the event of default by the other party. Default includes:
  o Breaches of representation or warranty made or given in the agreement or in the event that any such representation or warranty shall be untrue or by reason of failure to state a material fact or otherwise shall be misleading.
  o Claim of bankruptcy or insolvency or reassignment for the benefit of creditors or consent of appoint of a trustee or receiver or trustee or receiver shall be appointed for a substantial part of its property without its consent or a bankruptcy, reorganization or insolvency proceeding shall be instituted by or against Lessee or Lessor.
  o Fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder, and such failure or breach shall continue un-remedied for a period of 30 business days after the date on which notice thereof shall be given by the other party.
• Failure of WCMF to comply with the federal E-verify Program.
• In the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC.

Contract Amount: The total cost over the ten (10) year term of the Lease Agreement is $726,267.62. Beginning in Year 2, UMMC has included an annual price increase of two percent (2%).

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

Contractor Selection Process: Winston County Medical Foundation was selected as it agreed to renovate an existing facility tailored to UMMC’s needs. This lease will provide UMMC the opportunity to offer dermatology services in this rural setting. This rural clinic will be a catalyst for progress and will allow UMMC to further populate the state with dermatology providers – especially given the medically underserved populations in rural Mississippi.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than $100,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommendation is pending.

14. USM – REQUEST FOR APPROVAL TO AMEND A LEASE AGREEMENT BETWEEN USM AND OXITENO USA, LLC

Agenda Item Request: The University of Southern Mississippi (USM) is requesting Board approval of a lease amendment between USM and Oxiteno USA LLC, a Texas limited liability company with a registered address at 9801 Bay Area Blvd., Pasadena, TX 77507 (Tenant). Tenant wishes to increase their space by approximately 661 square feet at USM's Accelerator building for additional rent in the amount of $15,500 annually.

Contractor’s Legal Name: Oxiteno USA LLC

History of Contract: This is Amendment One to the original lease agreement between USM and Tenant dated September 1, 2016, with a term commencing December 1, 2016. The IHL Board approved the original Lease in August 2016.

Specific Type of Contract: Lease amendment
Purpose: The purpose is to provide income for USM and to lease space in USM's Accelerator building to compatible businesses with USM's other tenants.

Scope of Work: USM will provide the tenant additional equipment and laboratory space of approximately 661 square feet. Tenant will pay additional annual rent in the amount of $15,500 for the remaining term of the Lease.

Term of Contract: The term of the original Lease was for two years commencing December 1, 2016, and expiring December 1, 2018, with three 1-year renewal options. This Amendment does not revise the term of the original Lease.

Termination Options: USM and Tenant have a right to terminate the lease upon a default by the other party. If the Accelerator building is damaged and University fails to restore the Accelerator within sixty (60) days of damage, Company may terminate the Lease upon written notice of termination to University. If the Accelerator is damaged as to be untenable, either party may terminate the Lease. If the Company does not comply with E-Verify, USM may terminate the Lease.

Contract Amount: Total increased contract amount for Amendment One, including options, is $62,000. This increase brings the total rent for the transition period, initial term and renewals to $375,750.

Funding Source of Contract: The Accelerator building was constructed with federal grant funds.

Contractor Selection Process: N/A

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than $100,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

15. **USM REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT BETWEEN USM AND THE USM ALUMNI ASSOCIATION**

Agenda Item Request: The University of Southern Mississippi (USM/Lessor) requests the IHL Board approval of a Lease between USM and the University of Southern Mississippi Alumni Association (Association/Lessee). The premises involve approximately seventy-five hundred square feet (7,500) of land known as Spirit Park located at Ray Guy Way, Hattiesburg, MS 39406. During the term of the Lease, the Association will construct an Event Venue of approximately thirty-seven hundred and fifty square feet (3,750) in accordance with plans and specifications as approved by USM.
Contractor's Legal Name: University of Southern Mississippi Alumni Association, Inc.

History of Contract: This is a new lease contract.

Specific Type of Contract: This is a Lease Agreement

Purpose: The purpose of the Lease Agreement is to provide the Association the right to utilize the premises as needed and agreed upon by the parties, including the right to construct an event venue including a stage, gathering area, restrooms and storage area. All construction of the facilities by the Association shall be in accordance with plans and specifications as approved by USM.

Scope of Work: The scope of work of the Association is to construct a new Event Venue on the premises during the term listed herein. USM shall accept the revised premises from the Association upon expiration of the term as consideration of the Lease herein.

Term of Contract: The term of the Lease shall commence subsequent to IHL Board approval and full execution of the Lease and shall expire on June 30, 2019 or thirty days subsequent to the completion and acceptance of the completed facilities, unless sooner terminated under the terms of Article XV of the contract.

Termination Options: If Lessee defaults in its performance of any of the covenants, conditions, agreements or undertakings to be kept and observed by Lessee and such default continues for thirty (30) days, or if Lessee should vacate or abandon the leased Premises, the Lessor may exercise any rights or remedies it may have at law or in equity, including the termination of the lease. Also, since the lease is contingent upon Lessee beginning construction of the facilities within a reasonable time frame, if the Lessee has not begun construction of the Facilities in accordance with plans and specifications approved by the Lessor's Physical Plant Department by the last day of June 2019, the lease will be terminated.

Contract Amount: The contract amount shall be $1.00 cash in hand.

Contractor Selection Process: N/A

Funding Source for Contract: This lease is being funded with private funds.: N/A

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than $100,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.
16. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES SOFTWARE SUBSCRIPTION AGREEMENT WITH AUTOGOV

The following document represents the approval of MS-ITS for the provision of the CoverMe application for The University of Mississippi Medical Center (UMMC). This application will allow UMMC to screen self-pay patients for financial assistance, charitable or other assistance programs, such as Presumptive Medicaid eligibility. The Attorney General’s staff assigned to the MS-ITS reviewed this agreement prior to execution. The Software Subscription Agreement is between AutoGov and MS-ITS behalf of UMMC.

See Exhibit 1.
PROJECT NUMBER 43332
SOFTWARE AS A SERVICE AGREEMENT
BETWEEN
AUTOGOV
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This Software as a Service Agreement (hereinafter referred to as “Agreement”) is entered into by and between, AutoGov, a Texas corporation having its principal place of business at One Chase Corporation Drive, Suite 400, Birmingham, Alabama 35244 (hereinafter referred to as “Licensor”), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as “Licensee” and/or “UMMC”). ITS and UMMC are sometimes collectively referred to herein as “State.”

WHEREAS, the sole source laws in Mississippi changed during the 2015 Legislative Session; and

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 4024 in an attempt to certify the sole source status of this procurement; and

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

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

ARTICLE 1  DEFINITIONS
1.1 “Active User” means UMMC, its employees, and any third party consultants or outsourcers engaged by UMMC actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

1.2 “Application(s)” or “SaaS Application(s)” means those Licensor software application programs which are made accessible for UMMC to use under the terms of this Agreement.

1.3 “Available Date” means the date upon which Licensor notifies UMMC that the Applications may be accessed on the Licensor’s SaaS server and UMMC may begin acceptance testing.

1.4 “Cloud Services” or “SaaS Services” means those services related to Licensor’s private cloud environment provided to UMMC, including but not limited to, infrastructure, equipment, bandwidth, server monitoring, backup services, disaster recovery services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto.
1.5 “Content” means any content UMMC or Active Users post or otherwise input into the Services.

1.6 “Documentation” means the user and technical manuals and documentation published by Licensor relating to the use of the Services or Applications; the help files included within the Applications, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Applications.

1.7 “Initial Term” means the three (3) year term of Services as indicated in Article 2.

1.8 “Licensee” means the University of Mississippi Medical Center, its employees, and any third party consultants or outsourcers engaged by UMMC who have a need to know and who shall be bound by the terms and conditions of this Agreement.

1.9 “Licensor” means AutoGov, and its successors and assigns.

1.10 “Personally Identifiable Information (“PII”)) means information concerning individually identifiable Active Users that is protected against disclosure under applicable law or regulation.

1.11 “Services” means any Cloud Services, on-line user access, customizations, interface development, consulting, education, SaaS installation, system administration, training, maintenance, support, and Help Desk services provided by Licensor to Licensee.

1.12 “Supported Interfaces” means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Applications as described in the Documentation.

ARTICLE 2 PERIOD OF PERFORMANCE
2.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect for three (3) years thereafter (“Initial Term”). At the end of the Initial Term, the Agreement may, upon the written agreement of the parties, be renewed under the same terms and conditions for an additional term, the length of which will be agreed upon by the parties. One hundred and eighty (180) days prior to the expiration of the Initial Term or any renewal of this Agreement, Licensor shall notify UMMC and ITS of the impending expiration and UMMC shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the Agreement.

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

ARTICLE 3 SCOPE OF SERVICES
3.1 The Licensor agrees to provide to UMMC a SaaS based CoverMe Software subscription and associated deliverables as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled “Entire Agreement”, a summary of such work is outlined in Article 3.2 below.

3.2 Licensor shall be responsible for the following:
A. Ensuring that all deliverables are complete and accepted by UMMC pursuant to a mutually agreed upon project work plan;
B. Tracking date sensitive items to ensure timely updates;
C. Acknowledging that the Content is and shall remain the sole and exclusive property of UMMC. Further, Licensor acknowledges that the Content may contain protected health information ("PHI") or PHI and Licensor agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the SaaS Services or to comply with applicable laws. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to UMMC pursuant to a mutually agreed upon release schedule and in a format acceptable to UMMC;
D. Working with UMMC to achieve access rates that meet UMMC’s needs;
E. Providing security for the site that is agreeable to UMMC with Licensor responsible for all necessary equipment and software related to security;
F. Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
G. Completing daily backups of the site;
H. Notifying UMMC at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption;
I. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor’s expense;
J. Participating with UMMC in disaster recovery planning and testing based on a mutually agreed upon schedule;
K. Maintaining the confidentiality of the information entered;
L. Providing UMMC access to all of the technical information concerning operation of the CoverMe Software subscription, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
M. Identifying any commercially available software, by vendor and version number, integrated into the Applications and describing the particular functionality of any software that is proprietary to the Licensor;
N. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial three (3) year period not increasing annually beyond three percent (3%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
O. Providing 24x7x365 support of the site;
P. Providing redundant internet connections;
Q. Providing Transport Layer Security ("TLS") secure server support;
R. Maintaining sufficient bandwidth and server capacity to meet UMMC’s and Active Users’ demand as it may fluctuate and increase during the term of this Agreement, and;
S. Ensuring that all Licensee data remains within the continental United States;
T. Partitioning Licensee’s data from other customer data so Licensee’s access is not impaired due to e-discovery, seizure, or the like, and
U. Ensuring that upon termination or expiration of this Agreement that transition from the Licensor to UMMC or to a successor host will be accomplished at no expense to UMMC.
3.3 In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide UMMC thirty (30) days written notification of such revision or upgrade, and shall, upon request of UMMC, furnish such revision or upgrade to UMMC free of charge as part of the SaaS fees.

ARTICLE 4 SCOPE OF LICENSE AND RIGHT TO USE
4.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Applications over the Internet and to use it for Licensee's business operations and use it on the Licensor's host server for the Initial Term of the Agreement and any subsequent renewal terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Applications and Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of this Agreement will apply to any enhancements or additional software products Licensee may procure from Licensor.

4.2 Licensor will provide Licensee storage space on and access to Licensor's Applications via the Internet and provide Internet access to the Applications and Cloud Services to the Active Users through Licensor's site ("SaaS Services").

4.3 In connection with the SaaS Services, Licensor will provide and maintain all Applications and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Services.

4.4 The Applications and Services will be accessible at least ninety-nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the SaaS Services due to causes beyond the control of Licensor. In the event that UMMC or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse UMMC twenty-five percent (25%) of the monthly SaaS hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

4.5 Licensor shall provide the Licensee with its standard managed firewall service, which shall enable secure delivery of Licensor's Services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

4.6 The use of the Services by Active Users will be governed solely by the terms and conditions of this Agreement.

4.7 UMMC acknowledges that Licensor retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with UMMC, UMMC shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. UMMC agrees
to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by UMMC through the Services.

ARTICLE 5 ACCEPTANCE
5.1 Licensor shall make the Applications and Documentation available through its Services pursuant to the delivery schedule mutually agreed to by the parties.

5.2 UMMC shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Applications and Services to confirm that they perform without any defects and perform in accordance with the requirements of this Agreement. UMMC shall immediately thereafter notify Licensor of any defects in the Applications or Services which must be corrected. Thereafter, unless both parties agree to extend this period, Licensor shall have ten (10) business days in which to repair the Service or repair or replace the defective Applications, all at Licensor’s expense, and UMMC shall have an additional thirty (30) calendar days to evaluate the Applications and Services. In the event Licensor is unable to repair the defect within this ten (10) day period, UMMC may terminate this Agreement pursuant to the Termination Article herein.

ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT
6.1 The total compensation to be paid to the Licensor by UMMC for all Applications, development, maintenance and SaaS Services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of $862,000.00, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

6.2 Licensor shall submit invoices with the appropriate documentation to UMMC monthly for any month in which SaaS Services and/or other services are rendered. Licensor shall submit invoices and supporting documentation to UMMC electronically during the term of this Agreement using the processes and procedures identified by the State. UMMC agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by UMMC within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that UMMC is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor’s choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Licensor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled “Entire Agreement.”

6.3 Acceptance by the Licensor of the last payment due from UMMC under this Agreement shall operate as a release of all claims for money against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 7 WARRANTY
7.1 Licensor represents and warrants that it has the right to license the Applications provided under this Agreement.
7.2 Licensor represents and warrants that the Applications provided by Licensor shall meet or exceed the minimum specifications set forth in Sole Source No. 4024 and Licensor’s Proposal, as accepted by the State, in response thereto.

7.3 During the term of this Agreement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as “Defect”) which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless UMMC consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Application within the mutually agreed upon time frame after receipt of notice of the Defect, UMMC shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee’s rights hereunder are in addition to any other rights Licensee may have.

7.4 During the term of this Agreement, the Licensor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, Licensor shall perform the Services again, at no cost to the State, or if Licensor is unable to perform the Services as warranted, Licensor shall reimburse the State the fees paid to Licensor for the unsatisfactory Services.

7.5 Licensor represents and warrants that the Application shall not contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee’s licensed use of the Applications and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee’s business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, remove any such disabling code, lockup program or device.

7.6 Licensor represents and warrants that it has tested and will test (not less than on a daily basis) the Applications using commercially reasonable methods to ensure that the Applications provided to UMMC do not and will not contain or incorporate any computer code, programs, procedures, mechanisms or programming devices (including but not limited to, viruses, trojan horses, or worms) that are designed to, or would enable Licensor or any third-party to, disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede the operation of the Licensor’s system, or any other associated software, firmware, hardware, computer system or network, including UMMC’s applications and UMMC’s Content. For any breach of this warranty, Licensor at its expense shall, within five (5) business days after receipt of notification of the breach, be responsible for repairing, at Licensor’s expense, any and all damage done by the virus or such to UMMC’s applications and UMMC’s Content.
7.7 Licensor represents and warrants that the CoverMe Software subscription provided by the Licensor shall be reasonably expandable and scalable so UMMC can add and support additional business functions and users over time. It is understood and agreed that any standard revisions, enhancements, improvements, and upgrades to the Applications and host site equipment during the term of this Agreement, including operating system, database management system, and other software, shall be provided by Licensor to UMMC at no additional cost to UMMC.

7.8 Licensor represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Licensor uses in the performance of this Agreement.

7.9 If applicable under the given circumstances, Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq., of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

7.10 Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty and/or software support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

7.11 Licensor represents and warrants that no official or employee of Licensee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licensor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement.
The Licensor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

7.12 The Licensor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licensor, terminate the right of the Licensor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licensor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licensor as it would pursue in the event of a breach of contract by the Licensor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

7.13 Licensor will not knowingly (a) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (b) use the Content for any purpose other than needed to provide the Services to UMMC hereunder; or (c) otherwise act in a fraudulent, malicious or negligent manner when providing the Services.

ARTICLE 8 INFRINGEMENT INDEMNIFICATION
8.1 Licensor represents and warrants, to the best of its knowledge, that neither the Applications and Services provided to UMMC under this Agreement nor their use by UMMC will violate or infringe on any copyright, patent, trade secret or other proprietary right of any person or entity. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or UMMC which involve the Applications, Services or other items provided under this Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against UMMC provided that: (a) UMMC notifies Licensor in writing of any such claim of which it has knowledge; (b) Licensor has, to the extent authorized by Mississippi law, sole control of the defense of any actions or negotiations related to the defense or settlement of any such claim, and (c) UMMC cooperates in the defense of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. In no event shall the State compromise, settle or adversely impact the defense of any actions or negotiations without the prior, written consent of Licensor. Further, in no event shall Licensor compromise or settle any such actions or negotiations without the prior written consent of UMMC if such compromise or settlement would create an obligation or liability upon UMMC or the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for UMMC the right to continue using such Applications or Services, or upon failing to procure such right; (b) modify or replace them with non-infringing items with equivalent functionality, or upon failing to secure either such right at Licensor’s reasonable expense, (c) issue a pro-rata refund to UMMC for the fees previously paid by UMMC for the infringing Applications
and Services UMMC may no longer use. Said refund shall be paid within ten (10) business days of notice to UMMC to discontinue said use.

8.2 Licensor shall have no obligation for infringement claims caused by: (a) an unauthorized modification of the Applications or Service by UMMC or a third party; (b) use of the Service other than in accordance with the Documentation for the Service or as authorized herein; (c) use of the Services in conjunction with any data, equipment or software not provided by Licensor where the Services would not otherwise be infringing except for such combination; or (d) use of the Services or Application by UMMC other than in accordance with this Agreement.

ARTICLE 9 DATA SECURITY

9.1 As part of the Services, Licensor shall provide administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of UMMC Content. Licensor agrees to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under this Agreement.

9.2 Prior to initiation of the Services under this Agreement and on an ongoing basis thereafter, UMMC agrees to provide notice to Licensor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to UMMC’s industry and which could be imposed on Licensor as a result of provision of the Services. UMMC will ensure that: (a) the transfer to Licensor and storage of any PHI or PII by Licensor is permitted under applicable data protection laws and regulations; and, (b) UMMC will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

9.3 Licensor shall maintain a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). Licensor’s private cloud shall be evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The data center in which Licensor’s private cloud is located shall undergo pertinent security examinations. Management access to Licensor’s private cloud shall be limited to Licensor’s authorized support staff and UMMC’s authorized staff. The Applications shall provide UMMC with the ability to configure application security and logical access per UMMC’s business processes. In the event UMMC identifies a security issue, UMMC will notify Licensor.

9.4 At a minimum, Licensor’s safeguards for the protection of PHI and PII shall include: (i) limiting access of PHI and PII to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PII and PHI stored on any mobile media; (vii) encrypting PII and PHI transmitted over public or wireless networks; (viii) strictly segregating PII and PHI from information of Licensor or its other customers so that PII and PHI is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Licensor’s employees. Any and all subcontractors shall
achieve to the aforementioned protection and encryption (in transit and at rest) of PHI and PII, as well as follow the stated breach policy.

9.5 Licensor will comply with all applicable federal and state laws to resolve security breaches, and, to the extent Licensor is responsible for such security breaches, will cover the cost of remedial measures as required by such laws and otherwise consistent with this Agreement. UMMC may seek equitable relief including a restraining order, injunctive relief, specific performance, and such other relief that may be available from a court in addition to any other remedy to which UMMC may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

9.6 At any time during the term of this Agreement at UMMC’s request or upon the termination or expiration of this Agreement for any reason, Licensor shall promptly return to UMMC all copies, whether in written, electronic or other form or media, of PHI and PII in its possession, or securely dispose of all such copies, and certify in writing to UMMC that such has been returned to UMMC or disposed of securely. Licensor shall comply with all reasonable directions provided by UMMC with respect to the return or disposal of PHI and PII.

9.7 Upon UMMC’s request, to confirm Licensor’s compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Licensor grants UMMC or, upon UMMC’s election, a third party on UMMC’s behalf, permission to perform an assessment, audit, examination or review of all controls in Licensor’s physical and/or technical environment in relation to all PHI or PII being handled and/or services being provided to UMMC pursuant to this Agreement. Licensor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, Documentation, infrastructure and application software that processes, stores or transports PHI or PII for UMMC pursuant to this Agreement.

9.8 It is understood and agreed that at least once per year, Licensor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Licensor shall make the reports available to UMMC for review. Any exceptions noted on the Statement on Standards for Attestation Engagements (SSAE) report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Licensor’s management and resolved, at Licensor’s sole expense, within thirty (30) calendar days of the audit.

ARTICLE 10 EMPLOYMENT STATUS

10.1 Licensor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

10.2 Licensor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Licensee.

10.3 Any person assigned by Licensor to perform the Services hereunder shall be the
employee of Licenso, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Licenso to replace any of its employees under this Agreement.

10.4 Licenso shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Licenso nor employees of Licenso are entitled to state retirement or leave benefits.

ARTICLE 11 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS
Licenso will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Licenso employees and subcontractors who will be working at such locations shall be covered by Licenso’s comprehensive general liability insurance policy.

ARTICLE 12 MODIFICATION OR RENEGOTIATION
This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 13 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS
13.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licenso represents all contractors, third parties, and/or subcontractors Licenso has assembled for this project. The Licensee is required to negotiate only with Licenso, as Licenso’s commitments are binding on all proposed contractors, third parties, and subcontractors.

13.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties’ respective successors and assigns.

13.3 Licenso must obtain the written approval of Licensee before subcontracting any portion of this Agreement. No such approval by Licensee of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary.

13.4 Licenso represents and warrants that any subcontract agreement Licenso enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that the Licenso is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licenso. The Licenso shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions,
damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor’s failure to pay any and all amounts due by Licensor to any subcontractor, third party licensor, materialman, laborer or the like.

13.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

ARTICLE 14  AVAILABILITY OF FUNDS
It is expressly understood and agreed that the obligation of Licensee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Licensee for the payments or performance due under this Agreement, Licensee shall have the right to immediately terminate this Agreement, in whole or in part, without damage, penalty, cost or expense to Licensee of any kind whatsoever, except for payment for work completed by Licensor and accepted by Licensee prior to termination. The effective date of termination shall be as specified in the notice of termination. Licensee shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 15  TERMINATION
15.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) calendar days written notice unless the breach is cured within said thirty (30) day period; (c) Licensee may terminate the Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to Licensor if Licensor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Licensee may terminate this Agreement in whole or in part for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor. The provisions of this Article do not limit either party’s right to pursue any other remedy available at law or in equity.

15.2 In the event Licensee terminates this Agreement, Licensor shall be paid for Services rendered by Licensor and accepted by Licensee prior to the termination. Further, upon termination of this Agreement, Licensor shall refund any and all applicable unexpended prorated annual SaaS fees previously paid by Licensee.

ARTICLE 16  GOVERNING LAW
This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall the State be obligated to pay an attorney’s fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.
ARTICLE 17 WAIVER
Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by either party, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of that party.

ARTICLE 18 SEVERABILITY
If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 19 CAPTIONS
The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 20 HOLD HARMLESS
To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 21 THIRD PARTY ACTION NOTIFICATION
Licensor shall notify Licensee in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or Licensee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to Licensee shall be considered a material breach of this Agreement and Licensee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 22 AUTHORITY TO CONTRACT
Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 23 NOTICE
Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent
by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensee’s address for notice is: Mr. Kevin Yearick, Chief Technology Officer, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Licensor’s address for notice is: Mr. Gregg A. Phillips, Chief Executive Officer, AutoGov, One Chase Corporation Drive, Suite 400, Birmingham, Alabama 35244. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 24 RECORD RETENTION AND ACCESS TO RECORDS
Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor’s proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State’s or Licensor’s office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 25 INSURANCE
Licensor represents that it will maintain workers’ compensation insurance as prescribed by law which shall inure to the benefit of Licensor’s personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 26 DISPUTES
Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensor and Licensee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 27 COMPLIANCE WITH LAWS
27.1 Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Licensor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.
27.2 Licensor represents and warrants that it will comply with the state’s data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licensor represents and warrants that it will comply with the applicable provisions of the Family Educational Rights & Privacy Act (FERPA) of 1974 (34 CFR Part 99); HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 28 CONFLICT OF INTEREST
Licensor shall notify Licensee of any potential conflict of interest resulting from the provision of services to other customers. If such conflict cannot be resolved to Licensee’s satisfaction, Licensee reserves the right to terminate this Agreement.

ARTICLE 29 SOVEREIGN IMMUNITY
By entering into this Agreement with Licensor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 30 CONFIDENTIAL INFORMATION
30.1 Licensor shall treat all Licensee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensor receives notice that a third party requests divulgense of confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgense of such information, Licensor shall promptly inform Licensee and thereafter respond in conformity with such court order to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Licensor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Licensor following any termination or completion of this Agreement.

30.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. ITS will provide third party notice to Licensor of any requests received by ITS for any such confidential exhibits so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

30.3 The parties understand and agree that pursuant to §25-81-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 31 EFFECT OF SIGNATURE
Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of
draftsmanship or preparation hereof.

ARTICLE 32 NON-SOLICITATION OF EMPLOYEES
Licensor agrees not to employ or to solicit for employment, directly or indirectly, any of Licensee's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by Licensee and the Licensor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 33 ENTIRE AGREEMENT
33.1 This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any "shrink-wrap", "click-wrap" or "browse-wrap" license of the Software. The Notice of Intent to Certify Sole Source No. 4024 and Licensor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

33.2 The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

A. This Agreement signed by the parties hereto;
B. Any exhibits attached to this Agreement;
C. Notice of Intent to Certify Sole Source No. 4024 and written addenda, and
D. Licensor's Proposal, as accepted by the State, in response to the Notice of Intent to Certify Sole Source.

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

ARTICLE 34 STATE PROPERTY
Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

ARTICLE 35 SURVIVAL
Articles 7, 8, 16, 20, 24, 29, 30, 32, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 36 DEBARMENT AND SUSPENSION CERTIFICATION
Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed
for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 37 SPECIAL TERMS AND CONDITIONS
It is understood and agreed by the parties to this Agreement that there are no special terms and conditions except as specifically provided in this Agreement.

ARTICLE 38 STATUTORY AUTHORITY
By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of the Licensee’s or Licensor’s contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Licensee’s funding source.

ARTICLE 39 COMPLIANCE WITH ENTERPRISE SECURITY POLICY
Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must be and remain in compliance with the State of Mississippi’s Enterprise Security Policy. The parties understand and agree that the State’s Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 40 SOFTWARE SUPPORT AND MAINTENANCE
40.1 As part of the maintenance services, Licensor will maintain the Applications and Services in an operable condition according to the specifications contained in the technical manuals and as outlined in the RFP and Licensor’s Proposal in response thereto. Licensor shall provide Licensee with enhancements to the Applications as they are made generally available from time to time.

40.2 Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Applications and Service twenty-four (24) hours a day, seven (7) days a week. Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems
claimed by Licensee to be a mission critical process. Upon receipt of Licensee’s call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the problem in accordance with the procedures and processes for problem resolution detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, or 3 error.

40.3 Severity Level 1 implies that the Application is not functioning. Some examples of Severity Level 1 problems are as follows: (a) Application is down and will not restart; (b) Application is not able to communicate with external systems; and (c) Application is generating a data corruption condition. Licensor shall resolve Severity Level 1 Errors within one (1) business day, or within a mutually agreed upon time frame. When a Severity Level 1 Error is reported, Licensor will assign resources necessary to correct the Error.

40.4 Severity Level 2 implies that (a) an essential function does not work as documented, or (b) testing and usage can continue but the task cannot be completed, and no workarounds exist. Licensor shall assign at least one (1) dedicated person to the problem and shall resolve Severity Level 2 Errors within two (2) business days, or within a mutually agreed upon time frame.

40.5 Severity Level 3 implies an Application Error such that implementations of function do not match specification and/or technical Documentation, and a workaround may exist. Licensor shall resolve Severity Level 3 Errors within ten (10) business days, or within a mutually agreed upon time frame.

ARTICLE 41 FORCE MAJEURE
Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

ARTICLE 42 TRANSPARENCY
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi’s accountability website at: https://www.transparency.mississippi.gov. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential.
commercial or financial information and shall thus not be redacted.

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

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

By:______________________________  
Authorized Signature

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

**AutoGov**

By:______________________________  
Authorized Signature

Printed Name:______________________  
Title:_____________________________  
Date:_____________________________
## Exhibit A

### COVERME SUBSCRIPTION FEE SCHEDULE

<table>
<thead>
<tr>
<th>Client</th>
<th>University of Mississippi Medical Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solution Plan</td>
<td>Thirty-six (36) month Subscription Agreement</td>
</tr>
<tr>
<td>Subscription Fee</td>
<td>$24,500.00 per month, includes 1,000 Score Requests per month</td>
</tr>
<tr>
<td>Call Center Interview Fee</td>
<td>$6.00 per call</td>
</tr>
<tr>
<td>Score Request Overage Fee</td>
<td>$2.00 per Score Request</td>
</tr>
<tr>
<td>Access to all standard CoverMe Features</td>
<td>Included</td>
</tr>
<tr>
<td>User Accounts</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Custom Rule and Risk Indexes</td>
<td>Included</td>
</tr>
<tr>
<td>Bulk Import Case Processing</td>
<td>Included</td>
</tr>
<tr>
<td>Dynamic Applications, including Information</td>
<td>Included</td>
</tr>
<tr>
<td>Autofill</td>
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<tr>
<td>Reporting and Analytics</td>
<td>Included</td>
</tr>
<tr>
<td>Implementation and Training</td>
<td>Included</td>
</tr>
<tr>
<td>Technical Support</td>
<td>Included</td>
</tr>
</tbody>
</table>
17. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES PROFESSIONAL SERVICES AGREEMENT WITH NTHRIVE, INC.**

The following document represents the approval of MS-ITS for the provision of patient statement printing and skip tracing services for The University of Mississippi Medical Center (UMMC). The Attorney General’s staff assigned to the MS-ITS reviewed this agreement prior to execution. The Professional Services Agreement is between nThrive, Inc. and MS-ITS behalf of UMMC.

See Exhibit 2.
PROJECT NUMBER 42041
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NTHRIVE, INC.
(formerly MedAssets-Precyse)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This Professional Services Agreement (hereinafter referred to as “Agreement”) is entered into by and between nThrive, Inc. (formerly MedAssets-Precyse), a Delaware corporation having its principal place of business at 200 North Point Center East, Suite 400, Alpharetta, Georgia 30022 (hereinafter referred to as “Contractor”), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as “Customer”). ITS and Customer are sometimes collectively referred to herein as “State”.

WHEREAS, Customer, pursuant to Request for Proposals ("RFP") No. 3821 requested proposals for the acquisition of key services for Patient Statement and Skip Tracing Services, and

WHEREAS, Contractor submitted a proposal as MedAssets-Precyse and has since changed their name to nThrive, Inc., and

WHEREAS, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

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

ARTICLE 1   PERIOD OF PERFORMANCE
1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties (“Effective Date”) and shall continue in effect for five (5) years thereafter (“Initial Term”). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

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

Page 1 of 13
nThrive-UMMC-42041-3821-Oct2017-Professional Services Agreement
ARTICLE 2 SCOPE OF SERVICES
Contractor shall perform all work specified in RFP No. 3821 and Contractor’s proposal, as accepted by the Customer, in response thereto. A summary description of the services Contractor will be providing and the price associated therewith is set out in the attached "Exhibit A" which is incorporated herein by reference.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT
3.1 The total compensation to be paid to the Contractor by Customer for all products, services, travel, and expenses under this Agreement shall not exceed the specified sum of $2,506,800.00 unless prior written authorization from ITS has been obtained, and shall be payable as set forth in the Payment Schedule and Deliverables List attached hereto as Exhibit A.

3.2 Customer shall have ten (10) working days to review each deliverable and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of deficiencies, the Contractor shall correct such deficiencies within five (5) working days unless the Customer consents in writing to a longer period of time.

3.3 Contractor shall submit an invoice with the appropriate documentation to Customer upon Customer’s acceptance of the deliverables. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

3.4 Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 4 WARRANTIES
4.1 The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.
4.2 If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq., of the Mississippi Code Annotated (Supp. 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4.3 Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

4.4 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.
ARTICLE 5  EMPLOYMENT STATUS
5.1 Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

5.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

5.3 Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

5.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

5.5 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

ARTICLE 6  BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS
Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor’s comprehensive general liability insurance policy.

ARTICLE 7  MODIFICATION OR RENEGOTIATION
This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 8  AUTHORITY, ASSIGNMENT AND SUBCONTRACTS
8.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is required to negotiate only with Contractor, as Contractor’s commitments are binding on all proposed contractors, third parties,
and subcontractors.

8.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

8.3 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

8.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor’s failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

8.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 9 AVAILABILITY OF FUNDS
It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 TERMINATION
10.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the
Exhibit 2

parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party’s right to pursue any other remedy available at law or in equity.

10.2 In the event Customer terminates this Agreement, Contractor shall be paid for satisfactory work completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon the amounts set forth in the Article herein on “Consideration and Method of Payment”, but in no case shall said compensation exceed the total fixed price of this Agreement.

10.3 Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

ARTICLE 11 GOVERNING LAW
This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney’s fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 12 WAIVER
Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 13 SEVERABILITY
If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State’s purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 14 CAPTIONS
The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.
ARTICLE 15  HOLD HARMLESS
To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

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

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

ARTICLE 18  NOTICE
Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS’ address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer’s address for notice is: Ms. Cindy Freeman, Senior Contract Administrator, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Contractor’s address for notice is: Ms. Amy Amick, President-Revenue Cycle Management, MedAssets-Precyse, 200 North Point Center East, Suite 400, Alpharetta, Georgia 30022. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 19  RECORD RETENTION AND ACCESS TO RECORDS
Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this
Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 20 INSURANCE
Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 21 DISPUTES
Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 22 COMPLIANCE WITH LAWS
22.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

22.2 Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 23 CONFLICT OF INTEREST
Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.
ARTICLE 24  SOVEREIGN IMMUNITY
By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 25  CONFIDENTIAL INFORMATION
25.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

25.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

25.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 26  EFFECT OF SIGNATURE
Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 27  OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS
All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.
ARTICLE 28 NON-SOLICITATION OF EMPLOYEES
Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer’s employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 29 ENTIRE AGREEMENT
29.1 This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3821 and Contractor’s Proposal, as accepted by Customer, in response thereto are hereby incorporated into and made a part of this Contract.

29.2 The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

A. This Agreement signed by the parties hereto;
B. Any exhibits attached to this Agreement;
C. RFP No. 3821 and written addenda, and
D. Contractor’s Proposal, as accepted by Customer, in response to RFP No. 3821.

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

ARTICLE 30 STATE PROPERTY
Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor’s use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 SURVIVAL
Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION
Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by
any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 33 SPECIAL TERMS AND CONDITIONS
It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY
Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi’s Enterprise Security Policy. The parties understand and agree that the State’s Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 35 STATUTORY AUTHORITY
By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer’s or Contractor’s contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer’s funding source.

ARTICLE 36 TRANSPARENCY
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi’s accountability website at: https://www.transparency.mississippi.gov. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as
"confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

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

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

By: ____________________________  
Authorized Signature

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

Title: Executive Director

Date: ____________________________

nThrive, Inc.

By: ____________________________  
Authorized Signature

Printed Name: ____________________

Title: ____________________________

Date: ____________________________
### EXHIBIT A

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<th>Category</th>
<th>Unit</th>
<th>Annual Cost</th>
<th>Total Paid</th>
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### Optional Services

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<tr>
<td>Pressure Sealed Letter</td>
<td>$0.574 per letter</td>
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<tr>
<td>ViewLogic Web</td>
<td>$0.01 per letter</td>
</tr>
<tr>
<td>ViewLogic FTP</td>
<td>$0.01 per letter</td>
</tr>
</tbody>
</table>
18. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES CHANGE ORDER NUMBER 1 TO LEASE AGREEMENT WITH TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

The following document represents the approval of MS-ITS of Change Order Number 1 to the 2016 Lease Agreement with Toshiba America Business Solutions, Inc. (Toshiba) to add additional printers for UP Belhaven and the Ripley Blackwell Head Start. The Attorney General’s staff assigned to the MS-ITS reviewed this Change Order prior to its execution. The Change Order and existing Lease Agreement are between Toshiba and MS-ITS behalf of UMMC.

See Exhibit 3.
This document is your authorization from ITS to purchase the following products and/or services from the vendor listed, at or below the prices itemized. If no vendor is listed, proceed according to ITS exemption instructions or instructions included on the Planned Purchase Approval Letter accompanying this CP-1. This procurement is contingent upon availability of funds and will not become final until the vendor has received your purchase order. Keep this form with your financial records as an audit trail of ITS procurement approval.

For additional information regarding the ITS Procurement Process and CP-1 Approval Documents, refer to the ITS Procurement Handbook, located at http://www.its.state.ms.us/its/procman.nsf. The following sections of the Procurement Handbook include information specifically related to CP-1 approvals: 009-025, 013-040, and 013-080.

If you need additional assistance regarding this CP-1, please contact the ITS Procurement Help Desk at 601-432-8168 or e-mail isshelp@its.ms.gov.

Toshiba Business Solutions will supply, manage, and maintain the document output devices. This solution is scalable and will be able to reach all of the business units that make up the UMMC organization.

A Lease Agreement has been executed.

Exhibit 3

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-6000

CP-1 20170060
Contract ITS20170021
Acquisition Method: LEASE PURCHASE

| PLACE ORDER TO: | 3100034795 |
| TOSHIBA CORPORATION |
| CONNECTED OFFICE PROD OF MS |
| P. O. BOX 1217 |
| COLUMBUS, MS 33703-1217 |
| MAKE PAYMENT TO: | 7000005361 |
| TOSHIBA CORPORATION |
| CONNECTED OFFICE PROD OF MS |
| P. O. BOX 1217 |
| COLUMBUS, MS 33703-1217 |

| MAX ANNUAL% INCREASE | 0.00 |
| CP1 LIFECYCLE LIMIT | 7,741,954.80 |
| NUMBER OF PAYMENTS | 1 |

---

**PRODUCTS AND SERVICES PURCHASE DETAILS**

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<th>QTY</th>
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<th>EXTENDED NET</th>
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<td>Optional Trays (550 Sheet) ($4.43/month*60 months)</td>
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<td>1,290,325.80</td>
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**TOTAL** | **MAXIMUM** | 7,741,954.80

---

APPROVED ITS

DATE: 08/22/2016

[Signature]

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[Note]: The table details the quantities, products, and prices for each item purchased under the CP-1, along with their respective extended costs. The maximum amount allowed for this procurement is 7,741,954.80.
**Exhibit 3**

**CP-1 Acquisition Approval Form**
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-6000

**Exhibit 3**

**DISTRIBUTION TO**
ISS MAGIC - EMAIL issmagic@its.ms.gov

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**CP-1 LIFECYCLE REPORT**

- **Product/Services:** Managed Document Solution for 5 years
- **Payment frequency:** MAXIMUM
- **Max Annual % Increase:** 0.00

<table>
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PROJECT NUMBER 43393
CHANGE ORDER NUMBER 1 TO
LEASE AGREEMENT
BETWEEN
TOSHIBA BUSINESS SOLUTIONS
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 41621)

WHEREAS, a Lease Agreement (hereinafter referred to as “Original Contract”) was entered into by and between Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc. a California corporation having a local place of business at 371 Highland Colony Parkway, Ridgeland, Mississippi 39157 (hereinafter referred to as “Lessor”) and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”) as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as “UMMC”) on August 10, 2016 and amended on May 10, 2017, for Lessor to provide certain equipment; and

WHEREAS, UMMC desires to lease additional equipment for a new site and expand the scope of the project and Lessor is amenable to providing same as described herein;

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

SECTION 1  TERMS AND CONDITIONS
Except as provided herein, all other terms and conditions set forth in the Original Contract of the parties and not in conflict with this Change Order Number 1, shall remain in full force and effect and shall apply to this Change Order Number 1. The parties understand and agree that termination of the Original Contract also terminates this Change Order Number 1. In the event of termination, Lessor shall, as of the date specified in the notice of termination, cease any further work pursuant to the Original Contract and this Change Order Number 1, and Lessee shall be relieved of any further liability for payments under the Original Contract and/or this Change Order Number 1.

SECTION 2  BACKGROUND
In August 2016, a Lease Agreement was executed between the State of Mississippi and Toshiba Business Solutions to provide a full-service print/copy/scan/fax equipment solution for UMMC’s main campus. The State of Mississippi later executed Amendment Number 1 to establish a Delivered & Accepted Equipment List to be managed by UMMC and Lessor. This Change Request adds the RAD/Watkins Building site and the Ripley Blackwell Head Start to the Delivered & Accepted Equipment List for additional printer equipment.

SECTION 3  SCOPE OF WORK
The Scope of Work shall be expanded so as to include the additional equipment reflected in the attached Exhibit A-2, which is incorporated herein by reference. All references to Exhibit A-1 shall be and hereby are revised to read “Exhibit A-1 and Exhibit A-2”. 

Page 1 of 3
Toshiba Business Solutions-UMMC-43393-3823-July2017-Change Order #1 to Lease Agreement
SECTION 4  FINANCIAL TERMS
The total compensation to be paid to Lessor by UMMC for all services, deliverables, travel, performances, and expenses, provided under this Change Order Number 1 shall not exceed $88,586.10.

For the faithful performance of the terms of this Change Order Number 1, the parties have caused this Change Order Number 1 to be executed by their undersigned representatives.

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<th>State of Mississippi, Department of Information Technology Services, on behalf of University of Mississippi Medical Center</th>
<th>Toshiba Business Solutions</th>
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<td>By: ____________________________  Authorized Signature</td>
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<td>Printed Name: Craig P. Orgeron, Ph.D.</td>
<td>Printed Name: ____________________________</td>
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<td>Title: Executive Director</td>
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PROJECT NUMBER 41621
LEASE AGREEMENT
BETWEEN
TOSHIBA BUSINESS SOLUTIONS
A DIVISION OF TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This Lease Agreement (hereinafter referred to as "Agreement") is entered into by and between Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc., a California corporation having its place of business at 371 Highland Colony Parkway, Ridgeland, Mississippi 39157 (hereinafter referred to as "Lessor"), and Mississippi Department of Information Technology Services, with its principal office 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 "Lessee"). ITS and Lessee are sometimes collectively referred to herein as "State."

WHEREAS, Lessee, pursuant to Request for Proposals ("RFP") Number 3823, requested proposals for the acquisition of certain equipment as listed in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Lessor was the successful proposer in an open, fair, and competitive procurement process to provide the Equipment and services described above;

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

ARTICLE 1  DEFINITIONS
The following terms as used herein shall have the following meanings:

1.1 "Equipment" means the hardware and software listed in the attached Exhibit A, and any and all additions, repairs, replacements, and modifications.

1.2 "Lessee" means the University of Mississippi Medical Center and its assignees, if any.

1.3 "Lessor" means Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc., and its assignees, if any.

1.4 "Original Term" means a period of five (5) years commencing on the date the Equipment is accepted by Lessee.

1.5 "Term" means the Original Term and any renewal terms.

ARTICLE 2  TERM OF LEASE
2.1 The Original Term of this Agreement shall commence on the date that the Equipment is accepted by Lessee, as specified in Article 9 herein, and shall continue in effect for a period of
five (5) years thereafter, unless the Agreement is extended by mutual, written agreement or
terminated as prescribed elsewhere herein.

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

ARTICLE 3 LEASE OF EQUIPMENT
Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees
to lease from Lessor the Equipment specified in the attached Exhibit A. Lessee agrees that Lessor
shall have the right, at all reasonable times during Lessee's business hours, to enter into and
upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE 4 COVENANTS OF LESSEE
4.1 Lessee is a sovereign State of the United States of America within the meaning of Section
103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the related
regulations and rulings, and is duly authorized to enter into this Agreement and to carry out its
obligations hereunder.

4.2 Lessee has complied with all applicable public procurement requirements, and this
Agreement constitutes a valid, legal, and binding obligation of Lessee, enforceable in accordance
with its terms.

4.3 Lessee has sufficient appropriations or other funds available to pay the amounts due
hereunder for the current fiscal year. Further, Lessee agrees to make its best effort to budget for
and have appropriated each budget and/or appropriation cycle sufficient funds to make the
periodic payments throughout the Term of this Agreement.

4.4 The Equipment covered under this Agreement is essential to Lessee's proper, efficient,
and economic operation.

4.5 The Equipment is, and shall remain during the period this Agreement is in force, personal
property and, when subject to use by Lessee under this Agreement, will not be or become fixtures.

4.6 Lessee, to the extent permitted or required under Mississippi law, agrees to file IRS form
8038G in accordance with the provisions of Section 103(c) of the Internal Revenue Code of 1986,
as amended.

ARTICLE 5 WARRANTIES
5.1 Lessor represents and warrants that all Equipment provided by Lessor shall meet or
exceed the minimum specifications set forth in RFP No. 3823 and Lessor's Proposal in response
thereto.

5.2 For a period of five (5) years, Lessor warrants that the Equipment provided pursuant to
this Agreement shall operate without defects in material and workmanship. All Equipment
provided by Lessor shall be covered by the manufacturer's warranties beginning upon acceptance
of the Equipment. Lessor's obligations pursuant to these warranties shall include, but are not
limited to, the correction of all material defects in the Equipment and the repair, or in Lessor's sole
discretion, replacement of the Equipment, all at Lessor's reasonable expense, except to the extent such defect is caused by the gross negligence or willful misconduct of Lessee.

5.3 Lessor represents and warrants that it has the right to lease the Equipment provided under this Agreement.

5.4 Lessor represents and warrants that each unit of hardware delivered as part of the Equipment hereunder shall be delivered new and not as "used, substituted, rebuilt, refurbished, or reinstalled" Equipment.

5.5 Lessor represents and warrants that the Equipment shall be fit for the particular purpose set forth in this Agreement and RFP No. 3823, with regard to Lessee's foreseeable or projected needs.

5.6 Lessor represents and warrants that it has and will obtain and pass through to Lessee any and all warranties obtained or available from the licensor of software or the manufacturer of the hardware and replacement parts supplied to Lessor and delivered as part of the Equipment hereunder.

5.7 Lessor represents and warrants that it shall maintain all Equipment provided hereunder pursuant to the manufacturer's warranty policies throughout the equipment manufacturer's specified warranty period.

5.8 Lessor represents and warrants that all work performed hereunder, including but not limited to consulting, training, and maintenance, shall be performed by competent personnel, shall be of professional quality consistent with generally accepted industry standards for the performance of such services, and shall reasonably comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Lessor shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to the Lessee, or if the Lessor is unable to perform the services as warranted, the Lessor shall reimburse the Lessee the fees paid to the Lessor for the unsatisfactory services, except to the extent the breach is caused by the gross negligence or willful misconduct of Lessee.

5.9 Lessor represents and warrants that there is no disabling code or a lockup program or device embedded in the Equipment provided to Lessee. Lessor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Lessee's use of the Equipment and/or which would restrict Lessee from accessing its data files or in any way interfere with the transaction of Lessee's business. For any breach of this warranty, Lessor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Equipment to Lessee that is free of such disabling code or a lockup program or device.

5.10 Lessor represents and warrants that the Equipment, as delivered to Lessee, does not contain a computer virus. For any breach of this warranty, Lessor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Equipment to Lessee that is free of any virus and shall be responsible for repairing, at Lessor's expense, any and all damage done by the virus to Lessee's site.

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

5.12 Lessor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during the Term of this Lease Agreement, Lessor shall, at its own expense and at no cost to Lessee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

5.13 Lessor represents and warrants that no official or employee of Lessee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Lessor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Lessor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

5.14 The Lessor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Lessor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this
Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the
same remedies against the Lessor as it would pursue in the event of a breach of contract by the
Lessor.

ARTICLE 6 INFRINGEMENT INDEMNIFICATION
6.1 Lessor represents and warrants that neither the Equipment, their elements, nor the use
thereof knowingly violates or infringes on any copyright, patent, trademark, servicemark, trade
secret, or other proprietary right of any person or entity. Lessee shall notify Lessor promptly of
any infringement claim of which it has knowledge and shall cooperate with Lessor in the defense
of such claim, all at Lessor’s expense. Lessor, at its own expense, shall defend or settle any and
all infringement actions filed against Lessor or Lessee which involves the Equipment provided
under this Agreement and shall pay all settlements, as well as all costs, reasonable attorney fees,
damages, and judgment finally awarded against Lessee, except to the extent the Equipment was
in any way modified or altered by Lessee without the express written consent of Lessor as set
forth in Article 6.2 below. If the continued use of the Equipment for the purpose intended is
threatened to be enjoined or is enjoined by any court of competent jurisdiction, Lessor shall, at its
expense: (a) first procure for Lessee the right to continue using the Equipment, or upon failing to
procure such right; (b) modify or replace the Equipment or components thereof so it becomes
non-infringing, or upon failing to secure either such right; (c) refund the lease payments previously
paid by Lessee for the Equipment Lessee may no longer use. Said refund shall be paid within ten
(10) working days of notice to Lessee to discontinue said use.

6.2 Lessor shall have no indemnification obligations to Lessee for claims resulting directly
from any of the following: (a) Lessee’s modification of the Equipment where such modification
was not authorized in writing by Lessor and where such modification creates said infringement;
(b) Infringement resulting from the combination or use of the Equipment provided by Lessor with
any other items provided by Lessee or others; and (c) infringement resulting from the gross
negligence or willful misconduct of Lessee.

ARTICLE 7 TITLE
During the Term of this Agreement, title to the Equipment and any and all additions, repairs,
replacements, or modifications shall vest in Lessor at all times in Lessor or its assignee;
subject to the rights of Lessee, and nothing in this Agreement shall give or convey to Lessee any
right, title, or interest therein.

ARTICLE 8 RISK OF LOSS; DELIVERY; INSTALLATION, AND RELOCATION
8.1 Lessor shall assume and shall bear the entire risk of loss and damage to the Equipment
from any cause whatsoever while in transit and at all times until the Equipment is installed at
Lessee’s location. After the Equipment is installed at Lessee’s facility, the risk of loss and damage
is assumed by Lessee except where the loss or damage is caused by Lessor or its subcontractors.

8.2 Lessor shall be responsible for all charges relating to the transportation of the leased
Equipment to Lessee’s location and installation at such location. Further, Lessor shall deliver the
Equipment to the location specified by Lessee, pursuant to the delivery schedule agreed to by the
parties.

8.3 Lessor shall complete installation of the Equipment pursuant to the requirements set forth
in RFP No. 3823. Lessor shall be responsible for installing all Equipment, cable, and materials in
accordance with all state, federal, and industry standards for such items.
8.4 Lessor shall be responsible for replacing, restoring, or bringing to at least original condition, ordinary wear and tear excepted, any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation and de-installation, subject to final approval of ITS, which approval will not be unreasonably withheld. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

8.5 Lessee may transfer the Equipment to a new location after notifying Lessor in writing of the transfer at least thirty (30) calendar days before the move is made, and receiving written approval thereof from Lessor, which approval shall not be unreasonably withheld. If Lessee moves the Equipment without such approval, Lessee assumes all risks and obligations associated with the move.

ARTICLE 9 SCHEDULE AND ACCEPTANCE
9.1 Lessor warrants that all Equipment shall be properly delivered, installed, and integrated for acceptance testing within the scheduling deadlines set forth by Lessee as the site is deemed ready for installation. Lessor shall provide Lessee with an installation schedule identifying the date, time, and location.

9.2 Full implementation must be completed within sixty (60) calendar days of execution of this Agreement unless otherwise agreed to by the parties. Full implementation includes (a) training for all applicable Lessee personnel having been completed, and (b) the Equipment having been successfully tested by Lessee’s personnel and reported defects having been corrected by Lessor.

9.3 Upon notification by Lessor that the Equipment has been implemented for acceptance testing, Lessee shall have thirty (30) calendar days to evaluate and test the Equipment to confirm that it performs without any defects and performs pursuant to the specifications set forth in RFP No. 3823 and the Lessor’s Proposal in response thereto. In the event the Equipment fails to perform to Lessee’s reasonable satisfaction, Lessee shall immediately notify Lessor. Lessor shall, at Lessor’s sole expense, correct material defects identified by Lessee within four (4) working days, or such other period as the parties may agree upon, subject to Equipment delivery delays. Lessee shall re-test the Equipment within thirty (30) calendar days from receipt of notice of the completion of any required fixes. The thirty (30) day testing period will be extended by system down-time.

9.4 Monthly lease payments shall not begin or be due from Lessee until such time as Lessee notifies Lessor of its acceptance of the Equipment. Upon notification from Lessee of its acceptance, Lessor shall submit its first monthly billing to Lessee.

ARTICLE 10 TRAINING
Lessor shall, for the fees specified in the attached Exhibit A, provide ongoing training for multifunctional printers where required. Lessor and Lessee shall mutually agree on the time for the training and an outline of the training to be provided. Lessor specifically agrees and understands that Lessee will not accept the Equipment until Lessor completes the training requirements. Lessor agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of all of the Equipment.
ARTICLE 11 LEASE PAYMENTS AND TAXES

11.1 The charges for the Equipment and services covered by this lease Agreement are specified in the attached Exhibit A. Charges for any partial month for the Equipment shall be pro-rated based on a thirty (30) day month. In no event will the total compensation to be paid hereunder exceed the specified sum of $5,451,629.00, unless prior written authorization from ITS has been obtained. Upon notification from Lessee of its acceptance of the Equipment, Lessor shall submit an invoice with the appropriate documentation to Lessee. Lessor shall submit invoices and supporting documentation to Lessee electronically during the term of this Agreement using the processes and procedures identified by the State. Lessee agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Lessee within forty-five (45) days of receipt of the invoice. Lessor understands and agrees that Lessee is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Lessor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Lessor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

11.2 Penalties for late payments shall be as stated in the aforementioned statute set forth in Article 11.1 herein, which generally provides that if payment is not made to Lessor within forty-five (45) days of Lessee's receipt of the invoice, Lessee shall be liable to Lessor for interest at a rate of one and one-half percent (1 1/2%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid amount due from the expiration of such forty-five (45) day period until such time as payment is made.

11.3 The obligations of Lessee under this Agreement, including its obligation to pay the lease payments due with respect to the Equipment in any fiscal year for which this Agreement is in effect, shall constitute a current expense of Lessor for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and the laws of Mississippi. A portion of each lease payment is paid as and represents the payment of interest. Exhibit A sets forth the interest component of each lease payment.

11.4 Subject to the availability of funds as specified in Article 13 herein, Lessee agrees that its obligation to make lease payments once the Equipment has been accepted, as prescribed in Article 9 herein, is absolute, unconditional, and independent and is not subject to any abatement, set-off, defense, or counterclaim, except those pertaining to Equipment failure or to the damage or loss of the Equipment.

ARTICLE 12 INSURANCE

Lessor shall, at its expense, maintain at all times during the Term fire and extended coverage, public liability, and property damage insurance with respect to the Equipment in such amount, covering such risks, and with such insurers as shall be satisfactory to Lessor. Each insurance policy will name Lessor as insured and Lessee as additional insured and will contain a clause requiring the insurer to give Lessee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of such policy will be payable to Lessor and Lessee or their assigns as their interests may appear. Upon acceptance of the
Equipment and upon each insurance renewal date, Lessor will deliver to Lessee a certificate evidencing such insurance. In the event of any loss, damage, injury, or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

ARTICLE 13  AVAILABILITY OF FUNDS
13.1 Lessee believes that funds can be obtained in amounts sufficient to make all lease payments during the Term. Lessee hereby covenants that it will do all things within its power to obtain, maintain, and properly request and pursue funds from which lease payments may be made, specifically including in Lessee's annual budget requests an amount sufficient to make lease payments for the full Term. Lessee intends to make lease payments for the full Term if funds are legally available for that purpose.

13.2 It is expressly understood and agreed that the obligation of Lessee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state and/or federal funds. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or are insufficient through no fault of Lessee, or if there is a discontinuance or material alteration of the program under which funds were available to Lessee for the payments due under this Agreement, Lessee shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to Lessee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Lessee shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 14  USE AND PERMITS
Lessee shall exercise due care in the use, operation, and maintenance of the Equipment. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Equipment and Lessee shall comply with all state and federal laws applicable to the Equipment. Lessee shall subscribe to Lessor's maintenance services so as to maintain, preserve, and keep the Equipment in good repair, working order, and condition.

ARTICLE 15  QUIET ENJOYMENT
Provided that Lessee has duly performed its obligations pursuant to this Agreement, Lessee shall have the right to use and possess the Equipment during the Term of this Agreement, including any renewals hereof, without disturbance, interference, or interruption by Lessor or any person claiming by, through, or under Lessor, including without limitation any assignee financial institution.

ARTICLE 16  MAINTENANCE SERVICES
16.1 During the Term of this Agreement, Lessor agrees to provide on-site maintenance service on all Equipment and any other devices that would be included within them. Lessor will respond by telephone within four (4) hours to requests for maintenance service Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), and will come on-site with the necessary crash kit for critical components within three (3) hours from the point the call is made to service the Equipment. Lessor will respond to service calls in Critical Care areas during normal business hours and after-hours within three (3) hours.

16.2 Lessor agrees it will maintain in house the most frequently used supply replacement parts needed to service the Equipment. Replacement parts will be new and not refurbished and will
either be manufactured by and/or meet the minimum specifications established by the manufacturer of the Equipment.

16.3 Lessor agrees to a maximum forty-eight (48) hour turnaround from the point the call is made on all repairs not requiring parts ordering and a maximum five (5) working days on all other repairs. If the repairs have not been made within these designated time frames.

16.4 Lessor agrees to provide preventive maintenance based on the specific needs of the Equipment during normal business hours and at intervals specified in RFP No. 3823 and Lessor's Proposal as accepted by the State in response thereto. Preventive maintenance may be performed concurrently with remedial maintenance activity. Lessor must record all activities related to preventive maintenance on a log to be retained on-site.

16.5 Maintenance does not cover damage to Equipment caused by Lessee's abuse or neglect; damage caused by an act of God (flood, earthquake, lightning, etc.), or loss due to fire or theft; neglect, misuse, alterations, or deviation from intended machine use; maintenance or repair of the machine performed by persons other than Lessor, or maintenance or removal of alterations or attachments.

16.6 If Lessor is unable to maintain the Equipment in good working order, Lessor shall replace the Equipment with either an identical product or another product that provides equal or greater capabilities. If a replacement product is provided under this Article, there will be no additional charges for the Term of this Agreement.

16.7 All lease prices and maintenance rates applicable to this transaction are set forth in Lessor's Proposal in response to RFP No. 3823 and are firm and not subject to being increased during the Term of this Agreement.

ARTICLE 17 TERMINATION AND RETURN OF EQUIPMENT
17.1 This Agreement may be terminated as follows: (a) by Lessee due to the unavailability of funds as set forth in Article 13 herein; or (b) by Lessee if all payments authorized or required to be paid by Lessee hereunder have been made; or (c) by Lessee if Lessor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; or (d) excepting for leased equipment which has previously been delivered and accepted, by Lessee if Lessee determines it to be in Lessee's best interest to so terminate; or (e) if either party fails to comply with any material term or condition of this Agreement, the non-defaulting party may terminate this Agreement or suspend its performance under this Agreement upon the giving of thirty (30) days written notice, unless the breach is cured within said thirty (30) day period. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Lessee to make payments required hereunder shall cease.

17.2 Upon the expiration or termination of this Agreement and de-installation of the Equipment by Lessor, Lessee shall return the Equipment to Lessor in its original condition, normal wear and tear excepted, and Lessee shall not be responsible for the payment of any further payments coming due past the date of termination. Lessor shall bear all costs associated with the return of the Equipment.

ARTICLE 18 NO REMEDY EXCLUSIVE
No remedy herein conferred upon or reserved to either party is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

ARTICLE 19  ASSIGNMENT AND SUBLEASE
19.1 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

19.2 No such assignment shall be effective against Lessee unless and until Lessor files a copy of same with Lessee. Lessee shall pay all lease payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee.

19.3 Lessee may not assign or dispose of any of its interests under this Agreement to any other person or enter into any sublease of all or part of the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

ARTICLE 20  MODIFICATION
This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 21  GOVERNING LAW
This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for any dispute shall be Jackson, Hinds County, Mississippi. Lessor expressly agrees that under no circumstances shall Lessee or ITS be obligated to pay an attorney’s fee, prejudgment interest, or the cost of legal action to Lessor. Further, nothing in this Agreement shall affect any statutory rights Lessee may have that cannot be waived or limited by contract.

ARTICLE 22  WAIVER
Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 23  SEVERABILITY
If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.
ARTICLE 24  CAPTIONS
The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

ARTICLE 25  THIRD PARTY ACTION NOTIFICATION
Lessor shall notify Lessee in writing within ten (10) business days of Lessor filing bankruptcy, reorganization, liquidation or receivership proceedings or within ten (10) business days of its receipt of notification of any action or suit being filed or any claim being made against Lessor or Lessee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Lessor’s performance under this Agreement. Failure of the Lessor to provide such written notice to Lessee shall be considered a material breach of this Agreement and the Lessee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 26  AUTHORITY TO CONTRACT
Lessor warrants that it is a validly organized business with valid authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 27  NOTICE
Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS’ address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 33911. Lessee’s address for notice is: Mr. Kevin Yearick, Chief Technology Officer, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 33916. The Lessor’s address for notice is: Bob Greenhalgh, Senior Vice President, Toshiba Business Solutions, 371 Highland Colony Parkway, Ridgeland, Mississippi 33915. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 28  RECORD RETENTION AND ACCESS TO RECORDS
Lessor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Lessee, ITS, any state or federal agency authorized to audit Lessee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Lessor’s proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State’s or Lessor’s office as applicable where such records are kept during normal business hours, provided, however, such audit rights are limited to occur not more than one (1) time per year. All records relating to this Agreement shall be retained by the Lessor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three
(3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 29 COMPLIANCE WITH LAWS
29.1 Lessor shall comply with, and all activities under this Agreement shall be subject to, all applicable Lessee policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Lessor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability. Further, if applicable, Lessor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

29.2 Lessor represents and warrants that it will comply with the state’s data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Lessor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) (“Privacy Rule” and “Security Regulations”, individually; or “Privacy and Security Regulations”, collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the “HITECH Act”).

ARTICLE 30 CONFLICT OF INTEREST
Lessor shall notify Lessee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Lessee’s satisfaction, Lessee reserves the right to terminate this Agreement.

ARTICLE 31 SOVEREIGN IMMUNITY
By entering into this Agreement with Lessor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 32 CONFIDENTIAL INFORMATION
32.1 Lessor shall treat all Lessee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Lessee. In the event that Lessor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Lessor shall promptly inform Lessee and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Lessor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Agreement on behalf of or under the rights of the Lessor, following any termination or completion of this Agreement for three (3) years.

32.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Lessor. ITS will provide third party notice to Lessor of any requests
received by ITS for any such confidential exhibits so as to allow Lessor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

32.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 33 EFFECT OF SIGNATURE
Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the Lessee or the Lessor on the basis of draftsmanship or preparation hereof.

ARTICLE 34 DISPUTES
Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Lessor and Lessee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 35 HOLD HARMLESS
To the extent allowed by law, Lessor shall indemnify, defend, save and hold harmless, Lessee, ITS and the State, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and reasonable expenses, including, court costs, investigative fees and expenses, reasonable attorney fees, and claims for damages arising out of or caused by the negligence or intentional and willful misconduct of Lessor and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement. Lessor will not be responsible for damages resulting from the gross negligence or willful misconduct of Lessee.

ARTICLE 36 ENTIRE AGREEMENT
36.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic version of Lessor-furnished software. The RFP No. 3823 and Lessor's Proposal in response thereto are hereby incorporated into and made a part of this Agreement.

36.2 The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

A. This Agreement signed by both parties;
B. Any exhibits attached to this Agreement;
C. RFP No. 3823 and written addenda; and
D. Lessor's Proposal, as accepted by Lessee, in response thereto.
36.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Lessor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents, but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Lessor’s Proposal").

ARTICLE 37 SURVIVAL
Articles 5, 6, 21, 28, 31, 32, 35, and all other articles, which by their express terms so survive or which should reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 38 DEBARMENT AND SUSPENSION CERTIFICATION
Lessor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (d) have, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 39 COMPLIANCE WITH ENTERPRISE SECURITY POLICY
Lessor and Lessee understand and agree that all products and services provided by Lessor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Lessor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 40 STATUTORY AUTHORITY
By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Lessee's or Lessor's contractual obligations, financial or otherwise, contained within this Agreement. The parties
further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Lessee's funding source.

ARTICLE 41 TRANSPARENCY
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: https://www.transparency.mississippi.gov. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

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

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

By: [Signature]
Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 8/10/16

Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc.

By: [Signature]
Printed Name: Michael Torcaso
Title: Executive CFO & CTO
Date: 08/04/2016
### EXHIBIT A

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<th>Make/Model</th>
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<td><strong>$614,280.00</strong></td>
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<th>Professional Services Annual Cost based on 2,080 hours</th>
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<tr>
<td>Staff</td>
<td>$20.25</td>
<td>$42,120.00</td>
</tr>
<tr>
<td>Staff</td>
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<td>$42,120.00</td>
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<tr>
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<td><strong>Annual Professional Services Sub-Total:</strong></td>
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**Summary Table**
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<th>Description</th>
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<td>Total Lease for 5 year Contract Term:</td>
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<td>Grand Total for Project (not including overages):</td>
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</tr>
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</table>

Fixed Per Call Price for Critical Care After Hours: $37.50 with a 2 hour minimum
Fixed Per Call Price for Non-Critical Care After Hours: $37.50 with a 2 hour minimum
19. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH SIERRA-CEDAR, INC.

The following document represents the approval of MS-ITS for the provision of services for The University of Mississippi Medical Center (UMMC). Under the agreement, Sierra-Cedar, Inc. (Sierra Cedar) will provide implementation services related to the Workday Enterprise Resource Planning (ERP) system. The Attorney General’s staff assigned to the MS-ITS reviewed this agreement prior to execution. The Services Agreement is between Sierra-Cedar, Inc. and MS-ITS behalf of UMMC.

See Exhibit 4.
To: Craig P. Orgeron, Ph.D.

Date: December 14, 2017

Re: Recommendation for Project Number 43930 to utilize the City and County of Denver, Colorado RFP No. 7241 for the acquisition of Workday software, support, and implementation for the UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (UMMC)

I. BACKGROUND

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by UMMC's schools, hospitals, research facilities, and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives. UMMC is requesting approval for the acquisition of services from Sierra-Cedar, Inc. as the implementation agent for Workday software and support. UMMC is also requesting to purchase the software from Workday, Inc.

II. PROCUREMENT

In November 2014, the City and County of Denver, Colorado issued RFP No. 7241 for an Enterprise Resource Planning (ERP) Financials/Human Resource Management Software, Support, and Implementation Services. In July 2015, a Master Agreement was executed between the City and County of Denver, Colorado and Workday for software and support. An Agreement was also executed between the City and County of Denver, Colorado and Sierra-Cedar, Inc. for implementation of the Workday software.

ITS is able to re-use awards made by other governmental entities (i.e., piggyback, a procurement sourcing term) when certain conditions are met.

- Piggyback Language: language reserving the right for the award to be used by other governmental entities must have been in the solicitation (e.g., RFP, Invitation for Bid)
- Publicly Advertised: the solicitation must have been publicly advertised, using whatever methods/means required by the governmental entity that issued the solicitation
- Award based at least in part on Cost: the evaluation must have considered cost as part of the award
- Awarded vendor must be willing to share proposal from the solicitation with ITS and the customer agency
- Awarded vendor must be willing to share executed contract(s) with ITS and the customer agency
Exhibit 4

- Awarded vendor must be willing to honor pricing from the award
- Awarded vendor must be willing to sign a contract with ITS, including Mississippi-specific terms and conditions.

UMMC is requesting approval from ITS to purchase Workday software, support, and implementation utilizing the City and County of Denver, Colorado awards made to Workday and Sierra-Cedar, Inc.

UMMC has prepared the attached Business Case in support of this request.

III. RECOMMENDATION

The staffs of ITS and UMMC jointly recommend the selection of Sierra-Cedar and Workday, Inc. to provide Workday software, support, implementation, and training at a total 5-year lifecycle cost of $25,218,905.00.

IV. SOURCE OF FUNDS

Funding will be provided by UMMC.

______________________________
Jill Chastant
Technology Consultant

Attachment: Business Case for IT Projects
BUSINESS CASE FOR IT PROJECTS

PROJECT IDENTIFICATION

<table>
<thead>
<tr>
<th>Agency/Division</th>
<th>University of Mississippi Medical Center (UMMC)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Department of Information Systems (DIS)</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Al Faulk</td>
</tr>
<tr>
<td>Project Number and Name</td>
<td>43930 Enterprise Resource Planning (ERP)</td>
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CURRENT SITUATION / BUSINESS NEED FOR THE PROJECT

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by the institutions' schools, hospitals, research facilities and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives.

Currently, UMMC uses a variety of applications for Enterprise Resource Planning (ERP) and Student Information Systems (SIS) to manage employee, financial, supply chain, student financial, and student administration. These systems include:

<table>
<thead>
<tr>
<th>System</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infor/Lawson S3</td>
<td>Human resources administration, payroll, grants management (post-award), supply chain, requisition center, financial accounting, asset management</td>
</tr>
<tr>
<td>Infor/Lawson Business Intelligence</td>
<td>Reporting</td>
</tr>
<tr>
<td>Infor/Lawson Mobile Supply Chain Management</td>
<td>Receiving, inventory</td>
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<tr>
<td>Infor/Lawson Landmark</td>
<td>Contracts management</td>
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<tr>
<td>Allscripts/EPRI</td>
<td>Budgeting</td>
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<tr>
<td>MHC</td>
<td>Check printing, W2 distribution</td>
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<tr>
<td>Halogen Systems</td>
<td>Employee Performance Reviews</td>
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<td>PeopleAdmin</td>
<td>Recruiting</td>
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<tr>
<td>BSI Tax Factory</td>
<td>Tax regulatory updates</td>
</tr>
<tr>
<td>SAP/SLCM</td>
<td>Student administration, student records, student accounting.</td>
</tr>
<tr>
<td>ProSam/Sigma</td>
<td>Student Financial Aid</td>
</tr>
<tr>
<td>Academic Works</td>
<td>Scholarship management</td>
</tr>
<tr>
<td>Touchnet</td>
<td>Electronic Payment System for student tuition and fees</td>
</tr>
<tr>
<td>Kofax</td>
<td>Scanning</td>
</tr>
</tbody>
</table>

(please note that we will refer to "Infor" as the vendor of the "Lawson" ERP product)

The variety of systems has led to several operational and technical concerns. Operationally, the nature of the systems has led to a reluctance to modernize business processes because the software is inflexible or non-functional. Two examples:

- UMMC worked with Infor for 2 years unsuccessfully to implement budgeting in their system. Infor was unable to make their software accommodate the staff budgeting calculations and was unable to make the software stable.
• An internal audit completed in December 2016, by the Institutes of Higher Learning (IHL) stated that ProSam produces many significant errors and integrates poorly with SAP. This causes operational issues for the Student Financial Aid office who have to manually verify financial aid awards.

In addition, it has been difficult to provide relevant management data to operational executives for operational decisions. UMMC is unable to effectively:

• Track contract spend for commodities.
• Identify valuable employees at risk of turnover.
• Make all required accounting adjustments in the ERP system to produce financial reports.
• Drill into financial reports to determine root cause of budget variances.
• Create reports quickly using a reporting tool for SAP. UMMC develops all reports using native SAP code. This significantly delays our ability to provide academic leadership with needed, timely data.

Technically, there has been an increasing burden on operational staff to maintain aging ERP and SIS systems, including but not limited to building and maintaining custom enhancements and work-arounds.

**Enterprise Resource Planning**

UMMC originally purchased the Lawson Human Resources and Payroll Systems in 2002 and subsequently the Lawson Absence Management module in 2006. In November 2008, UMMC purchased the remaining primary Lawson Enterprise Resource Planning (ERP) software suites for financials, procurement, and business intelligence for a total cost of $2,505,800.00.

UMMC has continued to expand and enhance the use of Lawson for its 10,500 users, most recently adding a Contracts Management module to become a single repository for all UMMC contracts (except Payor contracts), thus enabling improved spend and expiry tracking.

With Version 9 of Lawson set to expire in May 2016, in June 2015 UMMC signed a 3-year agreement with Infor to upgrade to Lawson Version 10, add applications for talent acquisition and budgeting, and migrate to a hosted environment. The migration plan was necessary because the Lawson infrastructure had grown very complex spanning several technology platforms that require integration and maintenance. The vendor partner explained that implementing Version 10 (and subsequently Version 11) in Infor’s hosted environment would allow UMMC to rely on Infor’s expert resources to successfully maintain the platform, enabling DIS staff to focus on improving functionality for its core customers.

Unfortunately, Infor was not able to successfully implement the talent acquisition and budgeting applications UMMC purchased. Neither application had the stated and required functionality nor was the budgeting software stable. Infor was able to offer a separate solution for talent acquisition, but UMMC was left without a budgeting application. Additionally, the 6-month upgrade to Version 10 was cancelled by UMMC after 9 months due to concerns with the Infor Implementation Team’s performance and the anticipated level of customer service after go-live.

Based on the experience and overall performance with the upgrades, UMMC has had a significant erosion in trust in Infor and its ability to maintain its software. The marketplace has reacted similarly causing a decrease in ratings from at least two industry leading analysts, Gartner and KLAS. UMMC has thus decided that it is in its best interest to search for a new solution.
Student Information Systems

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The purpose of this request is to replace the software applications listed in the table above with Workday’s ERP and SIS solutions. This will be a multi-phase implementation conducted by Sierra-Cedar beginning with Human Resources, Payroll and Financials, then Supply Chain, and Student (SIS). Workday’s ERP and SIS solutions are anticipated to provide UMMC’s staff and students with a fully integrated and user-friendly experience. Maintenance of the system will also be much simpler because the applications will be hosted by Workday and Workday will provide all infrastructure and upgrades on a scheduled basis at no additional cost.

UMMC is requesting the acquisition of services from Sierra-Cedar, Inc. as the implementation agent for Workday software and support, and the purchase of software, hosting, and training from Workday, Inc.

PROJECT GOALS AND OBJECTIVES

- To have a fully integrated ERP and SIS in one application, on a single platform
- To achieve significant operational improvements in administrative services, making them more customer friendly and efficient
- To have a system that relies on configuration rather than custom programming
- To build a governance model at UMMC that will coordinate operational and technical decisions during implementation and thereafter
- To improve business practices where applicable based on best practices

CRITICAL SUCCESS FACTORS

- Workday and Sierra-Cedar must provide an implementation team that has operational and technical expertise. Each member of the implementation team must have significant experience with Workday implementations.
Exhibit 4

- UMMC’s governance model must be willing to make significant operational and technical decisions in a timely manner and embrace the organizational changes that come from their decisions. The governance group must reinforce the organization’s use of the Workday best practice workflows.

RISKS
- Technical support risk: the risk of relying on a vendor to support the infrastructure and the application. Workday’s hosted model requires that all active customers are on the same version and take version upgrades at the same time.
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The Workday solution is a cloud-based, multi-tenant solution that will not require additional hardware purchases at UMMC to implement. None of Workday’s 1,800+ clients have a local installation of this system, nor do they house it in a separate, off-site data center of their own. As such, the pricing information below will reflect the Full Service Equivalent (FSE), subscription-based model that Workday uses to price their product(s).

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Workday’s security was reviewed by UMMC’s interim Chief Information Security Officer, Chief Compliance Officer and Meditology (UMMC’s contracted IT security consultant). It meets with UMMC’s Cloud Services Policy, which incorporates the State of Mississippi Enterprise Security Policy.
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UMMC will provide funding for this initiative through cash on hand from operations of the Medical Center. No grant or federal funds will be used, nor will there be a charge-back to customers who use the system.

PROJECT COST / RESOURCE ESTIMATE SUMMARY

<table>
<thead>
<tr>
<th>Category and Student Count Details (Full Service Equivalent – FSE)</th>
<th>Number</th>
<th>Worker to FSE Conversion</th>
<th>FSE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee</strong>&lt;br&gt;Full Time</td>
<td>8,568</td>
<td>100%</td>
<td>8,568</td>
</tr>
<tr>
<td>Part-time</td>
<td>1,429</td>
<td>25%</td>
<td>358</td>
</tr>
<tr>
<td>Associates</td>
<td>3,155</td>
<td>12.5%</td>
<td>395</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>13,152</strong></td>
<td></td>
<td><strong>9,321</strong></td>
</tr>
<tr>
<td><strong>Student</strong>&lt;br&gt;Students reported to IPEDS</td>
<td>1,968</td>
<td>100%</td>
<td>1,968</td>
</tr>
<tr>
<td>Students NOT reported to Integrated Postsecondary Education Data System (IPEDS)</td>
<td>0</td>
<td>25%</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>1,968</strong></td>
<td></td>
<td><strong>1,968</strong></td>
</tr>
</tbody>
</table>

IPEDS: Integrated Postsecondary Education Data System
Full Time: scheduled 20+ hours per week regardless of method of payment, actual hours worked, or benefits eligibility
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Current Request

With approval of this request, the Total 5-year Life Cycle Cost will be:

<table>
<thead>
<tr>
<th>Item</th>
<th>Workday</th>
<th>Sierra-Cedar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subscription Fees</td>
<td>$10,249,220.00</td>
<td></td>
</tr>
<tr>
<td>Delivery Assurance – Fixed Fee</td>
<td>$365,055.00</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>$309,532.00</td>
<td></td>
</tr>
<tr>
<td>Implementation of HCM/Payroll/Financials (Designated plus potentials)</td>
<td>$6,829,988.00</td>
<td></td>
</tr>
<tr>
<td>Implementation of Student (Designated plus potentials)</td>
<td>$7,465,110.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$10,923,807.00</strong></td>
<td><strong>$14,295,098.00</strong></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$25,218,905.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
### Total Life Cycle Cost by Year

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Amount</th>
<th>Cumulative Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>Annual Subscription Fees (to be paid in two equal installments)</td>
<td>$2,049,844.00</td>
<td>$2,049,844.00</td>
</tr>
<tr>
<td></td>
<td>Services (HCM)</td>
<td>$3,191,089.00</td>
<td>$5,240,933.00</td>
</tr>
<tr>
<td></td>
<td>Workday Training</td>
<td>$170,892.00</td>
<td>$5,411,825.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>Annual Subscription Fees</td>
<td>$2,049,844.00</td>
<td>$7,461,669.00</td>
</tr>
<tr>
<td></td>
<td>Services (FIN/SC)</td>
<td>$3,638,899.00</td>
<td>$11,100,568.00</td>
</tr>
<tr>
<td></td>
<td>Workday Training</td>
<td>$34,660.00</td>
<td>$11,135,228.00</td>
</tr>
<tr>
<td></td>
<td>Workday Delivery Assurance Fee</td>
<td>$365,055.00</td>
<td>$11,500,283.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>Annual Subscription Fees</td>
<td>$2,049,844.00</td>
<td>$13,550,127.00</td>
</tr>
<tr>
<td></td>
<td>Services (Student)</td>
<td>$3,732,555.00</td>
<td>$17,282,682.00</td>
</tr>
<tr>
<td></td>
<td>Workday Training</td>
<td>$34,660.00</td>
<td>$17,317,342.00</td>
</tr>
<tr>
<td>Year 4</td>
<td>Annual Subscription Fees</td>
<td>$2,049,844.00</td>
<td>$19,367,186.00</td>
</tr>
<tr>
<td></td>
<td>Services (Student)</td>
<td>$3,732,555.00</td>
<td>$23,099,741.00</td>
</tr>
<tr>
<td></td>
<td>Workday Training</td>
<td>$34,660.00</td>
<td>$23,134,401.00</td>
</tr>
<tr>
<td>Year 5</td>
<td>Annual Subscription Fees</td>
<td>$2,049,844.00</td>
<td>$25,184,245.00</td>
</tr>
<tr>
<td></td>
<td>Services (All modules live, no services needed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Workday Training</td>
<td>$34,660.00</td>
<td>$25,218,905.00</td>
</tr>
<tr>
<td><strong>Current Request</strong></td>
<td></td>
<td></td>
<td><strong>$25,218,905.00</strong></td>
</tr>
</tbody>
</table>

UMMC has negotiated a 5-year price hold for subscription and implementation services for Planning, Time Tracking, Learning, Prism Analytics and Projects. UMMC may exercise the option in the contract to implement these modules at any time during the initial 5-year contract.

**COST BENEFIT ANALYSIS / RETURN ON INVESTMENT**

**Quantitative Benefits**

Workday will replace several current applications and infrastructure that UMMC currently maintains at a cost of $1.9m annually. The largest items of annual savings are $1.325 million for Infor/Lawson, $330k for SAP/ProSam, and $136k for Halogen.

**Qualitative Benefits**

Workday has algorithms and predictive modeling tools that can be used to track and analyze the benefits that their customers receive and use that information to anticipate the benefits to UMMC. They include the following:

- UMMC operational and IT staff will be able to focus on continually improving business processes instead of on maintaining and upgrading software.
Through an interface between Workday and a time and attendance system, Chipotle was able to improve the way it analyzes data to quickly uncover discrepancies in employee time records and reduce overtime payments on each pay cycle. 

CityMD is using financial reports to track vendor spend and improve contract consolidation and negotiation. 

Workday customers have seen their supplier spend improved as well – Shelter Insurance saves almost $900k per year, and CityYear experienced a 90% simplification of their supplier data set.

### ALTERNATIVES TO THE PROPOSED SOLUTION

<table>
<thead>
<tr>
<th>Other Options Considered</th>
<th>Reasons for Rejecting Alternative Solution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 1: Migrate to Infor/Lawson v10</td>
<td>This option was pursued in 2015 and Infor/Lawson was not able to deliver the upgrade on time or on budget, so UMMC put the project on hold.</td>
</tr>
<tr>
<td>Option 2: Migrate to Infor/Lawson v11</td>
<td>This is the latest version of the Infor/Lawson product and has very few early adopters. A large academic medical center has budgeted $9 million for their 18-month implementation of V11 (HR, Supply Chain and Finance).</td>
</tr>
<tr>
<td>Option 3: Maintain Status Quo</td>
<td>If the system were to remain as it is, the organization would not be able to pay any employees after 1/1/2019. Finance and Payroll will not be supported by Infor/Lawson, thus exposing UMMC to operational or security vulnerabilities.</td>
</tr>
</tbody>
</table>
20. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES MASTER SUBSCRIPTION AGREEMENT WITH WORKDAY, INC.

The following document represents the approval of MS-ITS for the provision of the Enterprise Resource Planning (ERP) system for The University of Mississippi Medical Center (UMMC). This system will manage employee, financial, supply chain, student financial, and student administration solutions at UMMC. The Attorney General’s staff assigned to the MS-ITS reviewed this agreement prior to execution. The Master Subscription Agreement is between Workday, Inc. and MS-ITS behalf of UMMC.

See Exhibit 5.
Memorandum

To: Craig P. Orgeron, Ph.D.

Date: December 14, 2017

Re: Recommendation for Project Number 43930 to utilize the City and County of Denver, Colorado RFP No. 7241 for the acquisition of Workday software, support, and implementation for the UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (UMMC)

I. BACKGROUND

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by UMMC’s schools, hospitals, research facilities, and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives. UMMC is requesting approval for the acquisition of services from Sierra-Cedar, Inc. as the implementation agent for Workday software and support. UMMC is also requesting to purchase the software from Workday, Inc.

II. PROCUREMENT

In November 2014, the City and County of Denver, Colorado issued RFP No. 7241 for an Enterprise Resource Planning (ERP) Financials/Human Resource Management Software, Support, and Implementation Services. In July 2015, a Master Agreement was executed between the City and County of Denver, Colorado and Workday for software and support. An Agreement was also executed between the City and County of Denver, Colorado and Sierra-Cedar, Inc. for implementation of the Workday software.

ITS is able to re-use awards made by other governmental entities (i.e., piggyback, a procurement sourcing term) when certain conditions are met.

- Piggyback Language: language reserving the right for the award to be used by other governmental entities must have been in the solicitation (e.g., RFP, Invitation for Bid)
- Publicly Advertised: the solicitation must have been publicly advertised, using whatever methods/means required by the governmental entity that issued the solicitation
- Award based at least in part on Cost: the evaluation must have considered cost as part of the award
- Awarded vendor must be willing to share proposal from the solicitation with ITS and the customer agency
- Awarded vendor must be willing to share executed contract(s) with ITS and the customer agency
• Awarded vendor must be willing to honor pricing from the award
• Awarded vendor must be willing to sign a contract with ITS, including Mississippi-specific terms and conditions.

UMMC is requesting approval from ITS to purchase Workday software, support, and implementation utilizing the City and County of Denver, Colorado awards made to Workday and Sierra-Cedar, Inc.

UMMC has prepared the attached Business Case in support of this request.

III. RECOMMENDATION
The staffs of ITS and UMMC jointly recommend the selection of Sierra-Cedar and Workday, Inc. to provide Workday software, support, implementation, and training at a total 5-year lifecycle cost of $25,218,305.00.

IV. SOURCE OF FUNDS
Funding will be provided by UMMC.

______________________________
Jill Chastant
Technology Consultant

Attachment: Business Case for IT Projects
BUSINESS CASE FOR IT PROJECTS

PROJECT IDENTIFICATION

<table>
<thead>
<tr>
<th>Agency/Division</th>
<th>University of Mississippi Medical Center (UMMC)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Department of Information Systems (DIS)</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Al Faulk</td>
</tr>
<tr>
<td>Project Number and Name</td>
<td>43930 Enterprise Resource Planning (ERP)</td>
</tr>
</tbody>
</table>

CURRENT SITUATION / BUSINESS NEED FOR THE PROJECT

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by the Institutions' schools, hospitals, research facilities and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives.

Currently, UMMC uses a variety of applications for Enterprise Resource Planning (ERP) and Student Information Systems (SIS) to manage employee, financial, supply chain, student financial, and student administration. These systems include:

<table>
<thead>
<tr>
<th>System</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infor/Lawson S3</td>
<td>Human resources administration, payroll, grants management (post-award), supply chain, requisition center, financial accounting, asset management</td>
</tr>
<tr>
<td>Infor/Lawson Business Intelligence</td>
<td>Reporting</td>
</tr>
<tr>
<td>Infor/Lawson Mobile Supply Chain Management</td>
<td>Receiving, inventory</td>
</tr>
<tr>
<td>Infor/Lawson Landmark</td>
<td>Contracts management</td>
</tr>
<tr>
<td>Allscripts/EPSI</td>
<td>Budgeting</td>
</tr>
<tr>
<td>MHC</td>
<td>Check printing, W2 distribution</td>
</tr>
<tr>
<td>Halogen Systems</td>
<td>Employee Performance Reviews</td>
</tr>
<tr>
<td>PeopleAdmin</td>
<td>Recruiting</td>
</tr>
<tr>
<td>BSI Tax Factory</td>
<td>Tax regulatory updates</td>
</tr>
<tr>
<td>SAP/SLCM</td>
<td>Student administration, student records, student accounting.</td>
</tr>
<tr>
<td>ProSam/ Sigma</td>
<td>Student Financial Aid</td>
</tr>
<tr>
<td>Academic Works</td>
<td>Scholarship management</td>
</tr>
<tr>
<td>Touchnet</td>
<td>Electronic Payment System for student tuition and fees</td>
</tr>
<tr>
<td>Kofax</td>
<td>Scanning</td>
</tr>
</tbody>
</table>

(please note that we will refer to “Infor” as the vendor of the “Lawson” ERP product)

The variety of systems has led to several operational and technical concerns. Operationally, the nature of the systems has led to a reluctance to modernize business processes because the software is inflexible or non-functional. Two examples:

- UMMC worked with Infor for 2 years unsuccessfully to implement budgeting in their system. Infor was unable to make their software accommodate the staff budgeting calculations and was unable to make the software stable.
An internal audit completed in December 2016, by the Institutes of Higher Learning (IHL) stated that ProSam produces many significant errors and integrates poorly with SAP. This causes operational issues for the Student Financial Aid office who have to manually verify financial aid awards.

In addition, it has been difficult to provide relevant management data to operational executives for operational decisions. UMMC is unable to effectively:

- Track contract spend for commodities.
- Identify valuable employees at risk of turnover.
- Make all required accounting adjustments in the ERP system to produce financial reports.
- Drill into financial reports to determine root cause of budget variances.
- Create reports quickly using a reporting tool for SAP. UMMC develops all reports using native SAP code. This significantly delays our ability to provide academic leadership with needed, timely data.

Technically, there has been an increasing burden on operational staff to maintain aging ERP and SIS systems, including but not limited to building and maintaining custom enhancements and work-arounds.

Enterprise Resource Planning

UMMC originally purchased the Lawson Human Resources and Payroll Systems in 2002 and subsequently the Lawson Absence Management module in 2006. In November 2008, UMMC purchased the remaining primary Lawson Enterprise Resource Planning (ERP) software suites for financials, procurement, and business intelligence for a total cost of $2,505,800.00.

UMMC has continued to expand and enhance the use of Lawson for its 10,500 users, most recently adding a Contracts Management module to become a single repository for all UMMC contracts (except Payor contracts), thus enabling improved spend and expiry tracking.

With Version 9 of Lawson set to expire in May 2016, in June 2015 UMMC signed a 3-year agreement with Infor to upgrade to Lawson Version 10, add applications for talent acquisition and budgeting, and migrate to a hosted environment. The migration plan was necessary because the Lawson infrastructure had grown very complex spanning several technology platforms that require integration and maintenance. The vendor partner explained that implementing Version 10 (and subsequently Version 11) in Infor’s hosted environment would allow UMMC to rely on Infor’s expert resources to successfully maintain the platform, enabling DIS staff to focus on improving functionality for its core customers.

Unfortunately, Infor was not able to successfully implement the talent acquisition and budgeting applications UMMC purchased. Neither application had the stated and required functionality nor was the budgeting software stable. Infor was able to offer a separate solution for talent acquisition, but UMMC was left without a budgeting application. Additionally, the 6-month upgrade to Version 10 was cancelled by UMMC after 9 months due to concerns with the Infor Implementation Team’s performance and the anticipated level of customer service after go-live.

Based on the experience and overall performance with the upgrades, UMMC has had a significant erosion in trust in Infor and its ability to maintain its software. The marketplace has reacted similarly causing a decrease in ratings from at least two industry leading analysts, Gartner and KLAS. UMMC has thus decided that it is in its best interest to search for a new solution.
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</tr>
<tr>
<td>Category – Student</td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>Student to FSE</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Students reported to IPEDS</td>
<td>1,968</td>
</tr>
<tr>
<td>Students NOT reported to Integrated Postsecondary Education Data System (IPEDS)</td>
<td>0</td>
</tr>
<tr>
<td>Total:</td>
<td>1,968</td>
</tr>
</tbody>
</table>

IPEDS: Integrated Postsecondary Education Data System
Full Time: scheduled 20+ hours per week regardless of method of payment, actual hours worked, or benefits eligibility
Part-time: scheduled for 20 or less hours per week regardless of method of payment, actual hours worked, or benefits eligibility

Current Request

With approval of this request, the Total 5-year Life Cycle Cost will be:

<table>
<thead>
<tr>
<th></th>
<th>Workday</th>
<th>Sierra-Cedar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subscription Fees</td>
<td>$10,249,220.00</td>
<td></td>
</tr>
<tr>
<td>Delivery Assurance – Fixed Fee</td>
<td>$365,055.00</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>$309,532.00</td>
<td></td>
</tr>
<tr>
<td>Implementation of HCM/Payroll/Financials (Designated plus potentials)</td>
<td></td>
<td>$6,829,988.00</td>
</tr>
<tr>
<td>Implementation of Student (Designated plus potentials)</td>
<td></td>
<td>$7,465,110.00</td>
</tr>
<tr>
<td>Total</td>
<td>$10,923,807.00</td>
<td>$14,295,098.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td>$25,218,905.00</td>
</tr>
</tbody>
</table>
## Total Life Cycle Cost by Year

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Amount</th>
<th>Cumulative Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>Annual Subscription Fees (to be paid in two equal installments)</td>
<td>$2,049,844.00</td>
<td>$2,049,844.00</td>
</tr>
<tr>
<td></td>
<td>Services (HCM)</td>
<td>$3,191,089.00</td>
<td>$5,240,933.00</td>
</tr>
<tr>
<td></td>
<td>Workday Training</td>
<td>$170,892.00</td>
<td>$5,411,825.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>Annual Subscription Fees</td>
<td>$2,049,844.00</td>
<td>$7,461,669.00</td>
</tr>
<tr>
<td></td>
<td>Services (FIN/SC)</td>
<td>$3,638,899.00</td>
<td>$11,100,568.00</td>
</tr>
<tr>
<td></td>
<td>Workday Training</td>
<td>$34,660.00</td>
<td>$11,135,228.00</td>
</tr>
<tr>
<td></td>
<td>Workday Delivery Assurance Fee</td>
<td>$365,055.00</td>
<td>$11,500,283.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>Annual Subscription Fees</td>
<td>$2,049,844.00</td>
<td>$13,550,127.00</td>
</tr>
<tr>
<td></td>
<td>Services (Student)</td>
<td>$3,732,555.00</td>
<td>$17,282,682.00</td>
</tr>
<tr>
<td></td>
<td>Workday Training</td>
<td>$34,660.00</td>
<td>$17,317,342.00</td>
</tr>
<tr>
<td>Year 4</td>
<td>Annual Subscription Fees</td>
<td>$2,049,844.00</td>
<td>$19,367,186.00</td>
</tr>
<tr>
<td></td>
<td>Services (Student)</td>
<td>$3,732,555.00</td>
<td>$23,099,741.00</td>
</tr>
<tr>
<td></td>
<td>Workday Training</td>
<td>$34,660.00</td>
<td>$23,134,401.00</td>
</tr>
<tr>
<td>Year 5</td>
<td>Annual Subscription Fees</td>
<td>$2,049,844.00</td>
<td>$25,184,245.00</td>
</tr>
<tr>
<td></td>
<td>Services</td>
<td>All modules live, no services needed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Workday Training</td>
<td>$34,660.00</td>
<td>$25,218,905.00</td>
</tr>
<tr>
<td><strong>Current Request</strong></td>
<td></td>
<td></td>
<td><strong>$25,218,905.00</strong></td>
</tr>
</tbody>
</table>

UMMC has negotiated a 5-year price hold for subscription and implementation services for Planning, Time Tracking, Learning, Prism Analytics and Projects. UMMC may exercise the option in the contract to implement these modules at any time during the initial 5-year contract.

### COST BENEFIT ANALYSIS / RETURN ON INVESTMENT

**Quantitative Benefits**

Workday will replace several current applications and infrastructure that UMMC currently maintains at a cost of $1.9m annually. The largest items of annual savings are $1.325 million for Infor/Lawson, $330k for SAP/ProSam, and $135k for Halogen.

**Qualitative Benefits**

Workday has algorithms and predictive modeling tools that can be used to track and analyze the benefits that their customers receive and use that information to anticipate the benefits to UMMC. They include the following:

- UMMC operational and IT staff will be able to focus on continually improving business processes instead of on maintaining and upgrading software.
- Through an interface between Workday and a time and attendance system, Chipotle was able to improve the way it analyzes data to quickly uncover discrepancies in employee time records and reduce overtime payments on each pay cycle.
- CityMD is using financial reports to track vendor spend and improve contract consolidation and negotiation.
- Workday customers have seen their supplier spend improved as well – Shelter Insurance saves almost $900k per year, and CityYear experienced a 90% simplification of their supplier data set.

## ALTERNATIVES TO THE PROPOSED SOLUTION

<table>
<thead>
<tr>
<th>Other Options Considered</th>
<th>Reasons for Rejecting Alternative Solution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 1: Migrate to Infor/Lawson v10</td>
<td>This option was pursued in 2015 and Infor/Lawson was not able to deliver the upgrade on time or on budget, so UMMC put the project on hold.</td>
</tr>
<tr>
<td>Option 2: Migrate to Infor/Lawson v11</td>
<td>This is the latest version of the Infor/Lawson product and has very few early adopters. A large academic medical center has budgeted $9 million for their 18-month implementation of V11 (HR, Supply Chain and Finance).</td>
</tr>
<tr>
<td>Option 3: Maintain Status Quo</td>
<td>If the system were to remain as it is, the organization would not be able to pay any employees after 1/1/2019. Finance and Payroll will not be supported by Infor/Lawson, thus exposing UMMC to operational or security vulnerabilities.</td>
</tr>
</tbody>
</table>
21. MVSU – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES SUPPLEMENT TO MASTER SOFTWARE LICENSE AND SERVICE AGREEMENT WITH ELLUCIAN COMPANY L.P.

The following document represents the approval of MS-ITS for the continuation of Technical Currency Services for Mississippi Valley State University (MVSU). The Attorney General’s staff assigned to the MS-ITS reviewed the supplement prior to execution. The Supplement to the Master Software License and Service Agreement is between Ellucian and MS-ITS behalf of MVSU.

See Exhibit 6.
WHEREAS, the Licensee desires to acquire the Technical Currency Services as specified herein;

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

1) This Supplement will become effective on the date it is signed by all parties (“Effective Date”) and will continue in effect until June 30, 2024 unless terminated pursuant to Article 14 of the Master Agreement. Licensor agrees to provide the Technical Currency Services in accordance with Article 32 of the Master Agreement.

2) Licensor agrees to provide Licensee with Technical Currency Services for the Licensed Software identified in the Licensee Order Form, which is attached hereto as Exhibit A and incorporated herein by reference, and at the fees and for the periods set forth therein.

3) Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Supplement and ineligibility for any state or public contract in
Exhibit 6

Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4) The parties understand and agree that all terms and conditions set forth in the Master Agreement are incorporated herein by reference and that this acquisition is subject to and controlled by the terms and conditions set forth in the Master Agreement.

5) All other provisions in the underlying Master Agreement shall remain unchanged.

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

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

By: ________________________________
   Authorized Signature

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

Ellucian Company L.P.

By: ________________________________
   Authorized Signature

Printed Name: ______________________
Title: ______________________________
Date: __________________________

Page 2 of 6

Ellucian Company L.P.-MVSU-43994-2911-Jan2018-Master Supplement to Software License & Service
Licensee: Mississippi Valley State University ("Licensee")
Delivery Address: 14000 Highway 82 West, Itta Bena, MS 38941

Licensee is hereby obtaining Technical Currency Services for the Licensed Software listed below pursuant to the Master Software License and Services Agreement between Ellucian and ITS as Contracting Agent for the Agencies and Institutions of the State of Mississippi dated May 21, 1998 (the “Master Agreement”). The fees due hereunder shall be in addition to any fees due under any prior Order Form, Amendment or Agreement entered into between Ellucian and either ITS or the Board of Trustees of the Mississippi Institutions of Higher Learning.

**TABLE 1: Technical Currency Services (Maintenance):**
Technical Currency Year Begins/Ends: July 1/June 30
Technical Currency Expiration Date: June 30, 2024

<table>
<thead>
<tr>
<th>Time Period:</th>
<th>February 1, 2018 to June 30, 2018</th>
<th>July 1, 2018 to June 30, 2019</th>
<th>July 1, 2019 to June 30, 2020</th>
<th>July 1, 2020 to June 30, 2021</th>
<th>July 1, 2021 to June 30, 2022</th>
<th>July 1, 2022 to June 30, 2023</th>
<th>July 1, 2023 to June 30, 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maintenance Paid in Arrears</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banner Student</td>
<td>$15,615.00</td>
<td>$38,975.00</td>
<td>$40,534.00</td>
<td>$42,155.00</td>
<td>$43,842.00</td>
<td>$45,595.00</td>
<td>$47,419.00</td>
</tr>
<tr>
<td>Banner Student Self-Service</td>
<td>$5,007.00</td>
<td>$12,497.00</td>
<td>$12,997.00</td>
<td>$13,517.00</td>
<td>$14,057.00</td>
<td>$14,619.00</td>
<td>$15,204.00</td>
</tr>
<tr>
<td>Banner Faculty and Advisor Self-Service</td>
<td>$4,000.00</td>
<td>$9,984.00</td>
<td>$10,384.00</td>
<td>$10,799.00</td>
<td>$11,231.00</td>
<td>$11,680.00</td>
<td>$12,147.00</td>
</tr>
<tr>
<td>Banner Financial Aid</td>
<td>$13,913.00</td>
<td>$34,727.00</td>
<td>$36,116.00</td>
<td>$37,561.00</td>
<td>$39,063.00</td>
<td>$40,626.00</td>
<td>$42,251.00</td>
</tr>
<tr>
<td>Banner Financial Aid Self-Service</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CSS Profile for Financial Aid</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Financial Aid FM Need Analysis</td>
<td>$1,242.00</td>
<td>$3,100.00</td>
<td>$3,224.00</td>
<td>$3,353.00</td>
<td>$3,487.00</td>
<td>$3,626.00</td>
<td>$3,771.00</td>
</tr>
<tr>
<td>Banner Finance</td>
<td>$15,615.00</td>
<td>$38,975.00</td>
<td>$40,534.00</td>
<td>$42,155.00</td>
<td>$43,842.00</td>
<td>$45,595.00</td>
<td>$47,419.00</td>
</tr>
<tr>
<td>Banner Finance Self-Service</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Banner Human Resources</td>
<td>$12,870.00</td>
<td>$32,123.00</td>
<td>$33,408.00</td>
<td>$34,744.00</td>
<td>$36,134.00</td>
<td>$37,579.00</td>
<td>$39,083.00</td>
</tr>
<tr>
<td>Banner Employee Self-Service</td>
<td>$5,007.00</td>
<td>$12,497.00</td>
<td>$12,997.00</td>
<td>$13,517.00</td>
<td>$14,057.00</td>
<td>$14,619.00</td>
<td>$15,204.00</td>
</tr>
</tbody>
</table>
## Exhibit 6

<table>
<thead>
<tr>
<th>Time Period:</th>
<th>February 1, 2018 to June 30, 2018</th>
<th>July 1, 2018 to June 30, 2019</th>
<th>July 1, 2019 to June 30, 2020</th>
<th>July 1, 2020 to June 30, 2021</th>
<th>July 1, 2021 to June 30, 2022</th>
<th>July 1, 2022 to June 30, 2023</th>
<th>July 1, 2023 to June 30, 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banner Advancement</td>
<td>$5,193.00</td>
<td>$12,961.00</td>
<td>$13,479.00</td>
<td>$14,018.00</td>
<td>$14,579.00</td>
<td>$15,162.00</td>
<td>$15,769.00</td>
</tr>
<tr>
<td>Banner Advancement Self-Service</td>
<td>$2,709.00</td>
<td>$6,761.00</td>
<td>$7,032.00</td>
<td>$7,313.00</td>
<td>$7,605.00</td>
<td>$7,910.00</td>
<td>$8,226.00</td>
</tr>
<tr>
<td>EDI Smart</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Banner Workflow</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Grand Total:</strong></td>
<td><strong>$81,171.00</strong></td>
<td><strong>$202,600.00</strong></td>
<td><strong>$210,705.00</strong></td>
<td><strong>$219,132.00</strong></td>
<td><strong>$227,897.00</strong></td>
<td><strong>$237,011.00</strong></td>
<td><strong>$246,493.00</strong></td>
</tr>
</tbody>
</table>

**Total Maintenance Cost:** $1,425,009.00

### NOTES TO TABLE 1:

1 Indicates the Component System is owned by a third party.

### NOTES:

The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the “Maintenance Standards”) relating to the provision of Maintenance for each Component System are described in the applicable Maintenance Standards stated below.

The Technical Currency (Maintenance) amounts specified in Table 1 above will be reflected by Ellucian in annual invoices in arrears. Licensee will make payment for invoices in accordance with the terms of Article 10 of the Master Agreement and penalties for late payments shall be calculated in accordance with the terms of Article 10.2 of the Master Agreement. Following the Expiration Date of the final Technical Currency Year (i.e. June 30, 2024), Technical Currency Services may be extended upon mutual written agreement of the parties, in the form of an amendment to this Supplement signed by an authorized representative of each party hereto.

Notwithstanding anything in the Master Agreement to the contrary, except in the case of: (a) a termination for cause as described in Article 14.1 or 14.2 of the Master Agreement, or (b) as the result of mutual written agreement of the parties as described in Article 14.3, or (c) a lack of appropriation of funds as described in Article 27 of the Master Agreement, the Technical Currency Term as it applies to each Baseline Component System listed in Table 1 above is for the period beginning on the Commencement Date (i.e. July 1, 2018) and shall continue, and remain in full force and effect, until the Expiration Date of the final Technical Currency Year, in accordance with its terms.

### Advantage Level Maintenance Standards
I. Defined Terms:

“Notification” means a communication to Ellucian’s ActionLine by means of: (i) Ellucian’s Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian’s then-current policies and procedures for submitting such communications.

“Priority One Call” means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

“Priority Two Call” means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

“Priority Three Call” means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee’s ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee’s operations.

“Priority Four Call” means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Ellucian’s “ActionLine” Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance:  Five (5) days per week, Monday through Friday, excluding United States holidays and Ellucian-observed holidays, from 8:00 AM to 8:00 PM (Central US Time).

III. Targeted Response Times: With respect to Ellucian’s Maintenance obligations, Ellucian will respond to Notifications from Licensee relating to the Baseline Component Systems identified in this Supplement in accordance with the following guidelines, with the time period to be measured beginning with Ellucian’s receipt of the Notification:

Priority One Calls – two (2) hours or less.
Priority Two Calls – four (4) hours or less.
Priority Three Calls – twenty-four (24) hours or less.
Priority Four Calls – seventy-two (72) hours or less.

Notes: For purposes of these targets, a “response” will mean an initial contact from an Ellucian representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Ellucian’s obligation to respond to
Licensee, Licensee must follow the policies and procedures of Ellucian’s ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.
Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

**Board Policy §902, Initiation of Construction Projects**

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

**Board Policy §904(A), Board Approval**

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

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

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

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

Board Policy §905(A), Real Estate Management

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

Board Policy §905(B), Real Estate Management

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

BUREAU OF BUILDING PROJECTS ...........................................

1. USM – GS 108-285 – Cook Library Renovation

Project Request: The University of Southern Mississippi requests approval to initiate a project, Cook Library Renovation, and to appoint Wier Boerner Allin Architecture as the design professional.

Proposed Design Professional: Wier Boerner Allin Architecture

Selection Method: The project budget is not anticipated to exceed $3M therefore the university is not required to use the RFQ method for the selection of the design professional.

Purpose: The University of Southern Mississippi is seeking to initiate the project and appoint the design professional to renovate the first and second floor of the Cook Library to provide for an Academic Enhancement Center. The Academic Enhancement Center will provide key student success components all under one roof for convenient access by students. The current project budget is $1.58M from legislative funds. The anticipated project budget is approximately $2.5M. The university is requesting additional funds in the 2018 Legislative Session and will return to the Board of Trustees and increase the project budget once additional funds are received. If additional funds are not received, the project scope will be adjusted accordingly.

Project Scope: The project will include new offices, computer labs, one-on-one tutoring space, academic advising space, student support services and career advising space. In addition, upgrades will be made to the fire sprinkler system, mechanical and electrical systems, as well as pertinent code upgrades.

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

Project Initiation Date: January 18, 2018
Date of Original Construction: 1959

Date of Last Renovation: 1996

Proposed Project Budget:

<table>
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<tr>
<th>Item</th>
<th>Estimated Cost</th>
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Total Project Budget: $1,580,480.14

Proposed Funding Source(s): SB 2906, Laws of 2015 ($521,844.92) – Transferred from Bolton Hall 108-283; HB 787, Laws of 2014 ($1,058,635.22) – Transferred from Bolton Hall 108-283

Staff Recommendation: Board staff recommends approval of this item.

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

2. USM – IHL 208-336 – McCain Library Envelope Repairs

Project Request: The University of Southern Mississippi requests approval to initiate a project, McCain Library Envelope Repairs, and to appoint Shafer-Zahner-Zahner, PLLC as the design professional.

Proposed Design Professional: Shafer-Zahner-Zahner, PLLC

Selection Method: The project budget is not anticipated to exceed $3M therefore the university is not required to use the RFQ method for the selection of the design professional.

Purpose: The University of Southern Mississippi is seeking to initiate the project as a pre-planning project and stop at the Design Development phase until funding is fully secured for construction. The anticipated project budget for the project will be approximately $2,000,000. The University of Southern Mississippi plans to seek the remaining funding for this project during the 2018 Legislative Bond Request as priority.
Moisture has infiltrated through the building’s envelope system and has caused a considerable amount of exterior wall damage at the basement and plaza levels. The compromised system has led to predominant interior wall damage. The condition has deterred the university from fully utilizing this area of McCain Library.

**Project Scope:** The project will include but is not limited to the following: replacement of building envelope systems at the basement and plaza levels, replacement of all exterior joint sealants, replacement of the balusters on the ADA ramp, addition of a French drainage system to the basement level, repair of interior damages at the basement level, etc.

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

**Project Initiation Date:** January 18, 2018

**Date of Original Construction:** N/A

**Date of Last Renovation:** N/A

**Proposed Project Budget: (Design Fees Only)**

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<tr>
<td>Contingency</td>
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</table>

**Total Project Budget** $50,000.00

**Proposed Funding Source(s):** Physical Plant Funds ($50,000)

**Staff Recommendation:** Board staff recommends approval of this item.
APPROVAL OF BUDGET INCREASES AND/OR CHANGES OF SCOPE/FUNDING SOURCE(S)

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

3. **ASU – IHL 201-252 – Morris-Boykin Renovation**

   **Project Request:** Alcorn State University requests approval to increase the budget for the Morris-Boykin Renovation project. The budget will increase from $1,777,500.35 to $2,660,872.50, for an increase of $883,372.15.

   **Current Project Phase:** Design Phase

   **Design Professional:** Durrell Design Group

   **General Contractor:** TBD

   **Prior Budget Increases:** The project was initiated with the Board in August of 2016 with a project budget of $1,777,500.35. This is the first budget escalation request made for this project by the university.

   **Purpose/Justification:** Alcorn State University is requesting to increase the project budget in response to recent construction estimates coming in higher than anticipated.

   **Project Scope:** The project will provide an interior renovation and roof replacement project on the Morris-Boykin building that houses part of the School of Agriculture and Applied Sciences. The project includes renovation of classrooms, meeting rooms, labs, office spaces, student study areas, and ADA parking improvements.

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

   **Project Initiation Date:** August 18, 2016
Proposed Project Budget:

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<th></th>
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<td><strong>$2,660,872.50</strong></td>
<td><strong>$883,372.15</strong></td>
</tr>
</tbody>
</table>

**Proposed Funding Source(s):** NIFA (National Institute of Food and Agriculture) Federal Funds – US Department of Agriculture ($2,660,872.50)

**Staff Recommendation:** Board staff recommends approval of this item.

4. **ASU – IHL 201-255 – Water Treatment Facility Improvement**

**Project Request:** Alcorn State University requests approval to increase the budget for the Water Treatment Facility Improvement project. The budget will increase from $3,311,592.00 to $3,840,092.00, for an increase of $528,500.00. In addition, Alcorn State University requests to change the project from an IHL project (IHL 201-255) to a Bureau of Building project (GS 101-306). The funding source will change to state appropriated funds and discretionary funds.

**Project Phase:** Design Phase

**Design Professional:** M&G Enterprises, d/b/a Engineering Services

**General Contractor:** TBD
Prior Budget Increases: The project was initiated with the Board through Interim Board approval in August of 2017 with a project budget of $3,311,592.00. This is the first budget escalation request made for this project by the university.

Purpose/Justification: Alcorn State University is requesting to increase the project budget in order to provide for the increase scope of work in the project.

Project Scope: The project will allow for the design and construction of a new reverse osmosis water treatment system for the Alcorn State University-Lorman campus. The university will remove and replace the non-functioning cation exchange water system with a new reverse osmosis system. The project will also include repairing and/or replacing any infrastructure damaged by the acid deterioration in the facility, as well as the construction of the necessary infrastructure for handling all discharged wastewater from the treatment facility. The project will add any technical control systems required to operate the water treatment plan as well.

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

Project Initiation Date: August 24, 2017 (Interim Approval)

Proposed Project Budget:

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<td><strong>$3,840,092.00</strong></td>
<td><strong>$528,500.00</strong></td>
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Proposed Funding Source(s): Summer of 2016 BOB Discretionary Funds ($28,500); Fall of 2016 BOB Discretionary Funds ($500,000); SB 3015, Laws of 2017 ($3,311,592)

Staff Recommendation: Board staff recommends approval of this item.

APPROVAL OF OTHER REAL ESTATE REQUESTS

5. **USM – Granting of a Temporary Construction Easement to the City of Hattiesburg, MS**

**Project Request:** The University of Southern Mississippi requests permission to grant a temporary construction easement to the City of Hattiesburg, MS.

**Purpose:** The City of Hattiesburg has requested a temporary construction easement running along and near 31st Avenue in the City of Hattiesburg, Forrest County, Mississippi. The easement will allow the City of Hattiesburg to install and construct a new road over and across the hereinafter described parcels of real property.

**Property Description:**

31st Avenue Easements:

A temporary construction easement ten (10) feet in width and falling on the western side of and parallel and adjacent to the western right of way of 31st Avenue beginning at Station 21+87 left and extending in a northerly direction for 10 feet to Station 21+97. The total area of this temporary construction easement is 100 square feet.

A temporary construction easement ten (10) feet in width and falling on the eastern side of and parallel and adjacent to the eastern right of way of 31st Avenue beginning at Station 23+80 right and extending in a northerly direction for 256 feet to Station 26+36. The total area of this temporary construction easement is 2,560 square feet.

Alley Easement:

A temporary construction easement ten (10) feet in width and falling on the northern side of and parallel and adjacent to the northern right of way of 31st Avenue and the Performing Arts Center access road beginning at Station 10+25 left and extending in a easterly direction for 161 feet to Station 11+86. The total area of this temporary construction easement is 1,610 square feet.
Terms of Easement: The Grantee, the City of Hattiesburg, Mississippi, is given the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way above described of such trees and shrubs as may be necessary for the full enjoyment of the rights herein granted. The Grantee shall be responsible for any damage to Grantor’s property or that of third party’s resulting from the exercise of any of the rights granted in the easement. Grantee shall promptly repair and restore to its original condition any of Grantor’s property that may be altered, damaged, or destroyed in connection with the easement. This temporary construction easement will revert back to the Grantor upon completion of construction.

Termination Options: None

The University of Southern Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, which requires prior Board approval for the execution of all leases, easements, oil and mineral leases, and timber sales. A copy of the legal description of the access easement is on file with the Office of Real Estate and Facilities.

Staff Recommendation: The Attorney General’s Office has reviewed and approved this item. Board staff recommends approval of this item.

6. IHL – Granting of a Permanent Right-of-Way Easement to Entergy Mississippi, Inc.

Project Request: The Institutions of Higher Learning (IHL) requests permission to grant a permanent right-of-way easement to Entergy Mississippi, Inc.

Purpose: Entergy Mississippi, Inc has requested a thirty (30) foot wide permanent right-of-way easement running from Eastover Drive through the ERC campus. The easement will allow Entergy to locate, construct, reconstruct, improve, repair, operate, inspect, patrol, replace, and maintain the electric and communication facilities, or the removal thereof, now or in the future, including but not necessarily limited to poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors, and other equipment, structures, material, and appurtenances, now or hereafter used, useful, or desired in connection therewith by Grantee (Entergy), over, across, under or on the land of Grantor (IHL) in the County of Hinds, Mississippi.
Property Description: A parcel of land lying and being situated in the NE ¼ of the NE ¼ of Section 25, Township 6 North, Range 1 East, Hinds County, Mississippi.

Terms of Easement: The Grantee, Entergy Mississippi, Inc., is given the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor (IHL) and the right to attach wires and cables of any other party to Grantee’s facilities, and the right to install guy wires, anchors, and anchor assemblies beyond the limits of the said right-of-way.

Unless otherwise specifically provided, the center line of the electric power and communication lines initially constructed on this right-of-way shall be the center line of said right-of-way.

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right o remove or modify from time to time trees, limbs, and/or vegetation outside the said right-of-way which Grantee considers a hazard to any of its electric power or communication facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee’s customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction, or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool, or well, excepting only Grantor’s fences and Grantee’s facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

Termination Options: None

The Institutions of Higher Learning is acting in accordance with Board Policy §905(A), Real Estate Management, which requires prior Board approval for the execution of all leases, easements, oil and mineral leases, and timber sales. A copy of the legal description of the access easement is on file with the Office of Real Estate and Facilities.

Staff Recommendation: The Associate Commissioner of Legal Affairs has reviewed and approved this item. Board staff recommends approval of this item.
1. **MSU – APPROVAL TO MODIFY CONTRACT WITH JONES WALKER, LLP AS OUTSIDE COUNSEL**

Mississippi State University requests approval to modify a contract with JONES WALKER LLP, to perform services necessary in assisting and advising the University on legal issues concerning review of strategic financing options, tax exempt bond arbitrage, and rebate compliance and the use of bond financed building and other matters relating to bond issues. This contract originated February 18, 2015, renewed by Modifications #1 and #2, extending the term for one (1) year at each renewal, with Modification 2 extending through February 17, 2018. Modification #3 will extend the term for one (1) year, or through February 17, 2019. The total amount payable during the extension period shall not exceed $50,000. All other provisions of the Contractual Agreement for Legal Services dated February 18, 2015 shall remain in effect. This Modification has been approved by the Office of Attorney General.

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

2. **UMMC – APPROVAL TO MODIFY CONTRACT WITH WATKINS & EAGER, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to modify a contract with Watkins & Eager, PLLC, which is currently providing legal services related to real estate matters. The purpose of this amendment is to add assistance and advice on employment related matters to the scope of services and to approve the addition of attorney Walter J. Bland to assist with these employment related matters. All other terms of the contract remain the same including the hourly rate of $165 with a maximum amount payable under the contact of $350,000.

**STAFF RECOMMENDATION:** Pending approval by the Attorney General, Board staff recommends approval of this item.
APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

Jackson State University
Howard Merlin; Vice President for Business and Finance/CFO; salary $185,000; per annum, pro rata; E&G Funds; effective January 1, 2018

Mississippi State University
Julie L. Jessop; hired with tenure; Professor, Associate Director, and Endowed Chair, Swalm School of Chemical Engineering; salary $162,000 per annum, pro rata; E & G Funds 91.79% and Designated Funds 8.21%; 12 month; effective July 1, 2018

Mississippi University for Women
Kathy Shapley; hired with tenure; Professor and Chair of the Department of Speech-Language Pathology, College of Nursing and Health Sciences; salary $100,000 per annum, pro rata; 12 month contract; E&G Funds; effective July 1, 2018

University of Mississippi Medical Center
Javed Butler; hired with tenure; Professor and Chair of Medicine, School of Medicine; salary $90,000 per annum, pro rata; E&G Funds; 12 month contract; effective January 16, 2018

Timothy Allen; hired with tenure; Professor and Chair of Pathology, School of Medicine, salary $90,000 per annum, pro rata; E&G Funds; 12 month contract; effective January 2, 2018

2. Change of status

Jackson State University
Ivory Nelson; Interim Provost and Vice President for Academic Affairs, salary $45,000; E&G Funds; 4 months; effective July 11, 2017 – November 30, 2017; contract extension to January 31, 2018 with additional salary $20,000; E&G Funds

Steven Smith; Interim Vice President for Enrollment Management, salary $24,900; E&G Funds; 3 months; effective September 5, 2017 – November 30, 2017; contract extension to April 30, 2018 with additional salary of $54,890; E&G Funds

Marvel Turner; Interim Vice President Business and Finance – Chief Financial Officer; salary $185,000; per annum, pro rata; E&G Funds; termination effective December 31, 2017
3. **Tenure**

**University of Mississippi Medical Center**
Shou Tang; Professor of Medicine, School of Medicine; effective November 27, 2017

4. **Sabbatical**

**Corrections**

**University of Mississippi**
Approved February 6, 2017: Dr. Vivian Ibrahim; Croft Associate Professor of History and International Studies; *from* salary of $75,196 per annum, pro rata; E&G Funds; *to* salary of $37,598 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018 and August 17, 2018 (or beginning of contract date) to December 31, 2018; professional development.

CORRECTED: Dr. Vivian Ibrahim; Croft Associate Professor of History and International Studies; *from* salary of $75,196 per annum, pro rata; E&G Funds; *to* salary of $37,598 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.

Approved February 6, 2017: Dr. Arunachalam M. Rajendran; Professor of Mechanical Engineering; *from* salary of $227,795 per annum, pro rata; E&G Funds; *to* salary of $85,423 per annum, pro rata for sabbatical period (twelve-month contract); E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.

CORRECTED: Dr. Arunachalam M. Rajendran; Professor of Mechanical Engineering; *from* salary of $227,795 per annum, pro rata; E&G Funds; *to* salary of $85,423 per annum, pro rata for sabbatical period (twelve-month contract); E&G Funds; **August 17, 2018** (or beginning of contract date) to December 31, 2018; professional development.
Regular
Agendas
1. SYSTEM – APPROVAL FOR FIRST READING PROPOSED AMENDMENTS TO BOARD POLICY 500, SECTION 517 - TEACHER AND ADMINISTRATOR PREPARATION PROGRAMS

Board approval for first reading is requested for a proposed amendment to Board Policy §500, Section 517 - TEACHER AND ADMINISTRATOR PREPARATION PROGRAMS to clarify the name of educator preparation programs and change the name of the organization providing program-specific accreditation. Revisions to board policy are based on changes made by the Mississippi Department of Education (MDE) to the name of the teacher and administrator preparation program and the educator program-specific accreditation organization and the change in nomenclature for these programs. Chief Academic Officers have reviewed and approved the recommendations to amend Board Policy §500, Section 517 to read as follows:

517 TEACHER AND ADMINISTRATOR EDUCATOR PREPARATION PROGRAMS

All teacher and administrator educator preparation programs shall be appropriately accredited by the National Council for Accreditation of Teacher Education (NCATE) or the Teacher Education Accreditation Council (TEAC) national accrediting body approved by the Mississippi Department of Education and meet all Mississippi Department of Education standards so program graduates may receive appropriate licensure from the Mississippi Department of Education.

(BT Minutes, 3/2008, 2/2018)

STAFF RECOMMENDATION: Board staff recommends approval of this item for first reading.
2. SYSTEM – APPROVAL FOR FIRST READING OF PROPOSED REVISION TO BOARD POLICY 600, SECTION 608 - INTERMEDIATE COURSES

Board approval for first reading is requested for a proposed amendment to Board Policy §600, Section 608 - INTERMEDIATE COURSES to clarify the name of high school courses offered and define ACT requirements for accepting course credit to bypass intermediate courses. Revisions to Board Policy §600, Section 608 are based on changes to State Board of Education policy approved in April 2017. SREB Math and Literacy Ready courses are now available to students who earn less than a 15 on the corresponding ACT sub-score. The State Board of Education has changed the name of the SREB courses for students with a minimum ACT sub-score of 15 to Essentials for College Math and Essentials for College Literacy. Additional revisions align board policy with current strategies to reduce time-to-degree and promote student success. Chief Academic Officers have reviewed and approved recommendations to amend Board Policy §600, Section 608 to read as follows:

608 INTERMEDIATE COURSES

A. All entering freshmen students admitted under Board Policy 602 enrolled at an IHL university with an ACT Mathematics subtest score of 16 or less will be required to take Intermediate Algebra Mathematics during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose Mathematics subtest score is 17, 18 or 19 may be required to take Intermediate Algebra Mathematics. Students with a minimum ACT Mathematics subtest score of 15 who have completed the SREB Math Ready Mississippi Department of Education approved mathematics transitional course with a grade of “80” or higher regardless of ACT Mathematics subtest score will not be required to take Intermediate Algebra Mathematics and should be enrolled in a college-level mathematics course during their first semester of enrollment.

B. All entering freshmen students admitted under Board Policy 602 enrolled at an IHL university with an ACT English subtest score of 16 or less will be required to take Intermediate English during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose English subtest score is 17, 18 or 19 may be required to take Intermediate English. Students with a minimum ACT English subtest score of 15 who have completed the SREB Literacy Ready Mississippi Department of Education approved literacy transitional course with a grade of “80” or higher regardless of ACT English subtest score will not be required to take Intermediate English and should be enrolled in a college-level English course during their first semester of enrollment.
C. All entering freshmen students admitted under Board Policy 602 enrolled at an IHL university with an ACT Reading subtest score of 16 or less will be required to take Intermediate Reading during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose Reading subtest score is 17, 18 or 19 may be required to take Intermediate Reading. Students taking Intermediate Reading should not be permitted to take reading-intensive courses, such as History. Students with a minimum ACT Reading subtest score of 15 who have completed the SREB Literacy Ready Mississippi Department of Education approved literacy transitional course with a grade of “80” or higher regardless of ACT Reading subtest score will not be required to take Intermediate Reading.

D. Students taking two or more intermediate courses must enroll in the yearlong Academic Support Program or some other IHL-recognized intervention strategy to promote success in the courses in which they are not fully prepared, according to ACT subtest scores, and will not be permitted to take more than 17 semester hours.

E. Intermediate courses may be delivered through a corequisite model coupled with a credit bearing gateway course.

F. Regarding course placement using an ACT subtest score, exemptions to this policy based on prior high school course performance, postsecondary course performance, or other academic experiences must be approved by the institution’s Chief Academic Officer or desigee.


STAFF RECOMMENDATION: Board staff recommends approval of this item for first reading.
1. **SYSTEM - APPROVAL FOR FIRST READING OF NEW BOARD POLICY 714 – ORIGINATION, EXPANSION, OR ACQUISITION OF BUSINESS OR HEALTHCARE ENTERPRISE**

   **Agenda Item Request:** The following is submitted for consideration for first reading to be added to the Board’s Policy.

   **Board Policy 714 - Origination, Expansion, or Acquisition of Business Or Healthcare Enterprise.**

   Prior to Board consideration of an institution’s request to acquire or engage in new or substantially expanded operations of a business or a healthcare facility, the institution shall promptly notify the Commissioner of such intent with sufficient time for the Commissioner to engage a Subject Matter Expert in the field of the project. Such operations may include, but are not limited to, any creation, expansion, or acquisition of a business or healthcare enterprise, business-type functions of institutional auxiliaries or proprietary operations, significant strategic financial initiatives of an institution, or material financial initiatives entered into by an institution. The institution will provide the Commissioner with sufficient information to allow a determination by the Commissioner as to the projected scope of the project and its projected impact on the revenues, expenses, and indebtedness of the institution. The Commissioner shall make a determination, upon consultation with the Board, whether the potential financial characteristics of the proposed project and the financial condition of the institution requires the appointment of a Subject Matter Expert to assist the Board. If the Commissioner determines that it is appropriate to retain a Subject Matter Expert, the Expert shall be engaged by the Board through the Commissioner and shall represent solely the interests of the Board in its capacity as the fiduciary of the state university system. The Subject Matter Expert shall meet such qualifications and perform other such services as may be prescribed by the Board or the Commissioner. The requesting institution shall reimburse the Board office for all expenses incurred related to the selection and engagement of the Subject Matter Expert. Payment of the Subject Matter Expert shall not be contingent on any outcome other than contractual performance as an impartial advisor. The Subject Matter Expert shall review the underlying business and market assumptions of the proposed project, evaluate historical financial information, consider current and future market conditions in the field of the project, evaluate pro forma financial information used in the decision-making process, and prepare a written analysis of these and other matters relevant for the Board’s consideration. The written analysis shall provide advice to the Board – which is independent of any advice provided by or to the institution -- as to the anticipated effect(s) of the proposed transaction and operations on the institution and the entire IHL
system. The Subject Matter Expert shall make a determination, based on the analysis contained in the report, as to whether the proposed project justifies approval by the Board and explain the likely impacts and prudence of the proposed transaction.

Staff Recommendation: Board staff recommends approval of this item for first reading.

2. **MSU- REQUEST FOR APPROVAL TO AMEND A LEASE AGREEMENT WITH THE BF SMITH FOUNDATION**

   **Agenda Item Request:** MSU seeks approval to amend a lease agreement the University previously entered into with the **BF Smith Foundation**.

   **Contractor’s Legal Name:** The BF Smith Foundation

   **History of Contract:** MSU entered into a 10-year lease agreement with the BF Smith Foundation effective November 1, 2016. The original lease was approved by the Board in October 2016. MSU seeks to amend the lease to allow for alterations to certain buildings on the leased premises.

   **Specific Type of Contract:** Amendment to lease of cropland and buildings.

   **Purpose:** MSU is requesting approval to enter into a lease agreement amendment on behalf of MAFES to allow MAFES to make alterations to buildings on the leased premises. MSU will soon be receiving a grant from the U.S. Department of Agriculture to establish the Delta Water Center. A portion of the grant funds are dedicated to making alteration to buildings on the leased premises that will house USDA-ARS and MSU scientists associated with the new Delta Water Center.

   **Scope of Work:** N/A

   **Term of Contract:** The duration of the lease agreement is for 10 years.

   **Termination Options:** N/A

   **Contract Amount:** MSU will pay no additional rent as a result of the amendment.

   **Funding Source for Contract:** N/A

   **Contractor Selection Process:** N/A

   **Staff Recommendation:** Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of leases in an amount greater
than $100,000. This agreement has been reviewed and approved by the Associate Commissioner for Legal Affairs. Board staff recommends approval of this item.

3. **MUW – REQUEST TO APPROVE A CONTRACT WITH BARNES & NOBLE COLLEGE BOOKSELLERS, LLC TO OPERATE AND PROVIDE SERVICES FOR THE BOOKSTORE**

   **Agenda Item Request:** Mississippi University for Women requests approval to enter into a contract with **Barnes & Noble College Booksellers, LLC (B&N)** to continue to operate and provide services for the University Bookstore.

   **Contractor’s Legal Name:** Barnes & Noble College Booksellers, LLC (B&N)

   **History of Contract:** MUW entered into five-year contract with B&N in March 2013, after issuing a Request for Proposals (RFP) in September 2012. Prior to that time, MUW had contracted with Follett since 2002. The IHL Board approved the five-year agreement, with an option to renew if determined mutually beneficial for five additional one-year periods upon additional Board approval. The 2013 contract term ends March 10, 2018.

   **Specific Type of Contract:** Bookstore Management Services Outsourcing Agreement.

   **Purpose:** The purpose of this agreement is to extend the business relationship for an additional five years, starting April 1, 2018. Language has been added to the prior contract to allow an exception to the exclusivity clause by authorizing the Mississippi University for Women Foundation to sell designated team issue items.

   **Scope of Work:** The agreement requires B&N to:

   - Buy back books from students at 50% of the customer’s purchase price for textbooks that have been adopted by MUW for the ensuing term until the bookstore has filled its quota. B&N will also buy back textbooks that have not been adopted for an ensuing term at the current wholesale price.
   - Sell new textbooks at no greater than 1) the publisher’s list price or (2) a 25% gross margin on net priced books, inclusive of restocking fees. Used textbooks will be sold at or less than 25% of the new selling price. Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies or are single use products will be priced at up to a 30% gross margin.
   - Price rental textbooks as a percentage of the retail selling price.
   - Provide MUW an annual sales commission payment which will be calculated on a Gross Sales basis. The sales commission percentages will vary depending upon the level of gross sales generated each year. The current and proposed rates and payments are as follows:
Current Contract                New Proposed Contract
Year 1 guaranteed $150,000       N/A
11% of gross sales up to $1,500,000 11% of gross sales up to $1,200,000
12% of gross sales above $1,500,000 14% of gross sales above $1,200,000
$3,000 annual textbook scholarships up to $8,000 towards merchandise

The agreement requires MUW to:
- Provide associated utilities, trash and recycling removal and extermination service for the Bookstore.
- Provide all repairs and maintenance for the building and physical structure in which the Bookstore is located.
- Provide financial services to students for the purchase of educational materials and other products within the Bookstore.
- Provide the placement of an electronic link on the Mississippi University for Women’s home page, registration system and within the MUW learning management system to the Bookstore’s website.

**Term of Contract:** The contract is for five (5) years from April 1, 2018 through March 31, 2023.

**Termination Options:** Either party may terminate the agreement with or without cause upon 120 days written notice.

**Contract Amount:** The projected revenue for the five-year contract is $826,263. A breakdown is shown in the table below:

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Commission Amount</th>
<th>Merchandise Donations</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$146,000</td>
<td>$8,000</td>
<td>$154,000</td>
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<tr>
<td>Year 2</td>
<td>$151,460</td>
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<td>$159,460</td>
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<tr>
<td>Year 3</td>
<td>$157,084</td>
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<tr>
<td>Year 4</td>
<td>$162,876</td>
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</tr>
<tr>
<td>Year 5</td>
<td>$168,843</td>
<td>$8,000</td>
<td>$176,843</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$786,263</strong></td>
<td><strong>40,000</strong></td>
<td><strong>$826,263</strong></td>
</tr>
</tbody>
</table>

**Funding Source of Contract:** The contract is a revenue contract.

**Contractor Selection Process:** This is a continuation of service in which the vendor was selected through the RFP process in the spring of 2013.
Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. The agreement has been reviewed and approved by the Associate Commissioner for Legal Affairs. Board staff recommends approval of this item.

4. USM - REQUEST FOR APPROVAL OF A RESOLUTION REGARDING ACCESS TO CLASSIFIED CONTRACT INFORMATION UNDER THE REQUIREMENTS OF THE NATIONAL INDUSTRIAL SECURITY PROGRAM

Agenda Item Request: Pursuant to requirements of Department of Defense Regulations, the University of Southern Mississippi (USM) is requesting approval of a Resolution that 1) requires certain present and future USM officers both meet the requirements for eligibility for access to classified information and be processed for Personnel Security Clearance; and, 2) permits formal exclusion of members of the IHL Board and Commissioner from both access to classified information disclosed to USM and from processing for Personnel Security Clearance.

Upon approval of the proposed Resolution, USM will be able to obtain its Facility Security Clearance (FCL) through the National Industrial Security Program (NISP). Having the FCL designation makes USM eligible for contracts from the Department of Defense, Department of Homeland Security, Nuclear Regulatory Commission, NASA, and other agencies under the National Industrial Security Program (NISP). NISP was established by Executive Order in 1993 for the protection of classified information, and is applicable to all cleared contractor facilities, including USM. With its FCL status, USM’s classified activities will be governed by the provisions of the National Industrial Security Program Operating Manual (NISPOM), which prescribes the requirements, restrictions and other safeguards to prevent unauthorized disclosure of classified information.

See pages following the resolution for additional related information. The resolution follows below.

Mississippi Institutions of Higher Learning
Exclusion Resolution for Certain Trustees and Officers

I, Dr. Glenn F. Boyce, do hereby certify that I am the Commissioner of the Mississippi Institutions of Higher Learning (IHL), a State agency, organized and existing under the laws of the State of Mississippi, and that the following is a true and correct copy of a resolution adopted by the Board of Trustees, at meeting held in Jackson, Mississippi, on January 18, 2018, at which time a quorum was present.
WHEREAS, The University of Southern Mississippi wishes to obtain its Facility Security Clearance through the National Industrial Security Program; and

WHEREAS, the Commissioner of the State Institutions of Higher Learning and the members of the Board of Trustees of the State Institutions of Higher Learning may be excluded from the Personnel Security Clearance requirements of the National Industrial Security Program; and

WHEREAS, current Department of Defense Regulations contain a provision making it mandatory that the Chairman of the Board, Senior Management Official and Facility Security Officer meet the requirements for eligibility for access to classified information established for a contractor facility security clearance; and

WHEREAS, said Department of Defense Regulations permit the exclusion from the personnel of the requirements for access to classified information of certain members of the Board of Trustees and other officers, provided that this action is recorded in the Board minutes.

NOW THEREFORE BE IT RESOLVED that the President, Provost and Senior Vice President for Academic Affairs, Vice President for Research; designated Senior Management Official(s); and the Facility Security Officer at The University of Southern Mississippi at the present time do possess, or will be processed for, the required eligibility for access to classified information; and

BE IT RESOLVED that in the future, when any individual enters upon any duties as President, Provost and Senior Vice President for Academic Affairs, Vice President for Research; designated Senior Management Official(s); and the Facility Security Officer, such individual(s) shall immediately make application for the required eligibility for access to classified information; and

BE IT RESOLVED AND DIRECTED that the following members of the Board of Trustees and other officers or members shall not require, shall not have, and can be effectively and formally excluded from access to all CLASSIFIED information disclosed to the university and shall not affect adversely university policies or practices in the performance of classified contracts for the Department of Defense or User Agencies of the National Industrial Security Program, awarded to The University of Southern Mississippi and need not be processed for Personnel Security Clearance:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
</tr>
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<tbody>
<tr>
<td>Glenn F. Boyce</td>
<td>Commissioner, Mississippi IHL</td>
</tr>
<tr>
<td>C. D. Smith, Jr.</td>
<td>President/ Board Member, Mississippi IHL</td>
</tr>
<tr>
<td>Shane Hooper</td>
<td>Vice President &amp; Board Member, Mississippi IHL</td>
</tr>
<tr>
<td>Tom Duff</td>
<td>Board Member/Trustee, Mississippi IHL</td>
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<tr>
<td>Ford Dye</td>
<td>Board Member/Trustee, Mississippi IHL</td>
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<tr>
<td>Ann H. Lamar</td>
<td>Board Member/Trustee, Mississippi IHL</td>
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</table>
7. Alfred E. McNair, Jr.  
8. Chip Morgan  
9. Hal Parker  
10. Alan W. Perry  
11. Christy Pickering  
12. Doug W. Rouse  
13. J. Walt Starr  

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<thead>
<tr>
<th>Board Member/Trustee, Mississippi IHL</th>
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<tr>
<td>Board Member/Trustee, Mississippi IHL</td>
</tr>
</tbody>
</table>

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the seal of Mississippi Institutions of Higher Learning, ____________________________, 2018.

__________________________________
Dr. Glenn F. Boyce, Commissioner  
Mississippi IHL College Board of Trustees  
Signature

**Staff Recommendation:**  The Resolution has been reviewed by the Attorney General’s Office and is recommended for consideration by the Board. Board staff recommends consideration of this item.
Information

Agendas
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE November 16, 2017 BOARD MEETING SUBMISSION DEADLINE

NOTE: THE FOLLOWING ITEMS WERE APPROVED BY THE BOARD'S REAL ESTATE AND FACILITIES STAFF ACCORDING TO BOARD POLICY §904 (A) BOARD APPROVAL WHICH STATES:

*Board Policy §904(A), Board Approval*

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

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

1. *The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
2. *The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
3. *The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
4. *The design professional previously approved by the Board has not changed.*

*If the above four conditions have been met, the Board’s Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.*

*Change Order Approval Note:* No change orders approved by Board staff, as reflected within any of the following informational agenda items, increase the Board approved total project budget. The total project budget as approved by the Board provides for a contingency fund, which allows for an increase in the construction budget of between five and ten percent. Any increase in the total project budget caused by a change order, would require Board approval and could not be approved by Board staff until the budget increase is approved by the Board.
ALCORN STATE UNIVERSITY

1. ASU – GS 101-310 – Faculty Housing

NOTE: This is a Bureau of Building project

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Architecture South.

Approval Status & Date: APPROVED, November 8, 2017

Project Initiation Date: April 20, 2017
Design Professional: Architecture South
General Contractor: TBD
Total Project Budget: $10,000,000.00

JACKSON STATE UNIVERSITY

2. JSU– GS 103-281 – Alexander Center Renovation-Phase II (Building A Buildout)

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of $18,184.90 and zero (0) additional days to the contract of Sullivan Enterprises, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 2, 2017

Change Order Description: Change Order #3 includes the following items: add two (2) power circuits per floor.

Change Order Justification: This change was necessary to modify the existing detectors in order to report them in groups.
Total Project Change Orders and Amount: Three (3) change orders for a total amount of $131,645.75.

Project Initiation Date: February 18, 2016
Design Professional: Foil Wyatt Architects & Planners, PLLC
General Contractor: Sullivan Enterprises, Inc.
Total Project Budget: $2,018,827.06

MISSISSIPPI STATE UNIVERSITY

3. MSU – GS 105-355 – Engineering and Science Complex (Engineering Building)

   NOTE: This is a Bureau of Building project

   Approval Request #1: Approval of Design Development Documents

   Board staff approved the Design Development Documents as submitted by Eley Guild Hardy Architects, P.A.

   Approval Status & Date: APPROVED, November 29, 2017

   Project Initiation Date: May 18, 2017
   Design Professional: Eley Guild Hardy Architects, P.A.
   General Contractor: TBD
   Total Project Budget: $34,000,000.00

4. MSU – GS 113-145 (formerly IHL #213-142) – NWARC Roof Replacement

   NOTE: This is a Bureau of Building project

   Approval Request #1: Contract Documents

   Board staff approved Contract Documents as submitted by Pryor & Morrow Architects and Engineers, P.A.

   Approval Status & Date: APPROVED, November 13, 2017

   Approval Request #2: Advertise
Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, November 13, 2017

Project Initiation Date: October 21, 2016
Design Professional: Pryor & Morrow Architects and Engineers, P.A.
General Contractor: TBD
Total Project Budget: $2,000,000.00

5. MSU – IHL 205-285A – Chilled Water Loop Upgrade

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Cooke Douglas Farr Lemons Architects & Engineers.

Approval Status & Date: APPROVED, November 30, 2017

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Cooke Douglas Farr Lemons Architects and Engineers.

Approval Status & Date: APPROVED, November 30, 2017

Project Initiation Date: August 17, 2017
Design Professional: Cooke Douglas Farr Lemons Architects and Engineers
General Contractor: TBD
Total Project Budget: $4,000,000.00

6. MUW– GS 104-187 – Demonstration School (Turner Hall) Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Award of Construction Contract
Board staff approved the Award of Contract in the amount of $6,885,000.00 to the apparent low bidder, Amason & Associates, Inc.

Approval Status & Date: APPROVED, October 25, 2017

Project Initiation Date: June 18, 2015
Design Professional: Pryor & Morrow Architects & Engineers
General Contractor: Amason & Associates, Inc.
Total Project Budget: $9,042,914.87

UNIVERSITY OF MISSISSIPPI

7. UM– GS 107-308 – Union Addition & Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #10

Board staff approved Change Order #10 in the amount of $284,401.00 and twenty-five (25) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 15, 2017

Change Order Description: Change Order #10 includes the following items: provided raceways for the revised/added access control devices; changed the location of the dumpster, bollards and electrical service to the west side of the service drive; modified the edges of the floor slabs at stair #5 with minor saw-cutting & removal of structural steel & concrete slab edge, and rework of the storm piping at the top of the stair shaft; changed the standard polymer tile grout to epoxy grout at the bathroom floors; provided data raceways & power to the video board matrix; added two (2) nylonast storm inlets & related piping outside stair #5 & #6; added six (6) total card readers at two elevators, including devices, wire and set up; revised the connection to the circuits of 120v in lieu of the designed 277v bathroom cove light fixtures; performed additional asbestos abatement in phase 3 under the topping slab and floor tile; provided telecom manhole racks; and twenty-five (25) days to the contract.
Change Order Justification: These changes are due to errors & omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Ten (10) change orders for a total amount of $2,080,062.00.

Project Initiation Date: August 18, 2011
Design Professional: Eley Guild Hardy Architects – Jackson, P.A.
General Contractor: Roy Anderson Corporation
Phased Project Budget: $58,574,658.79
Total Project budget: $58,900,000.00

8. UM– GS 107-308.2 Union Addition & Renovation – C101 Qdoba Buildout

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $5,918.00 and ninety (90) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 13, 2017

Change Order Description: Change Order #1 includes the following items: added new hot water heater and electrical service at the added hand sink; disconnected & relocated the ice machine to level 3; and ninety days (90) to the contract.

Change Order Justification: These changes are due to the late issuance of the contract resulting in the addition of seventy-one (71) days to the contract and nineteen (19) days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of $5, 918.00.

Project Initiation Date: November 15, 2012
Design Professional: Eley Guild Hardy Architects - Jackson P.A.
General Contractor: Roy Anderson Corporation
Phased Project Budget: $133,028.16
Total Project Budget: $58,900,000.00


Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of $7,031.46 and twenty-three (23) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, November 20, 2017

Change Order Description: Change Order #7 includes the following items: credit for deletion of all motion sensors and push to exit buttons; installation of an owner-supplied extension sleeve to the existing fire hydrant on the northwest corner of the building; additional conduit rough-ins for the owner-supplied signage; added an exterior grade lay-in ceiling with insulation to the soccer storage room; filled in the voids in the attack lines and center lines of the volleyball court; credit for deletion of rubber treads, risers and landings at the main stair next to the elevator; removed the “tick” marks at all four corners of the volleyball court; added conduits to the middle of the court for a scorer’s table; reconciliation of the floor patch allowance; credit to accept the 1” sports floor as installed; and twenty-three (23) days to the contract.

Change Order Justification: These changes are due to latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Seven (7) change orders for a total amount of $244,442.88.

Project Initiation Date: June 19, 2014
Design Professional: Pryor & Morrow Architects and Engineers
General Contractor: Zellner Construction Services, LLC
Total Project Budget: $13,800,000.00
10. UM – IHL 207-415 – Golf Practice Facility Renovation

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on November 15, 2017 to approve the budget increase from $500,000.00 to $3,198,000.00, an increase of $2,698,000.00.

Interim Approval Status & Date: APPROVED, November 15, 2017

Project Initiation Date: February 18, 2016
Design Professional: Pryor & Morrow Architects & Engineers
General Contractor: TBD
Total Project Budget: $3,198,000.00

11. UM – IHL 207-415 – Golf Practice Facility Renovation

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Pryor & Morrow Architects & Engineers.

Approval Status & Date: APPROVED, November 20, 2017

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Pryor & Morrow Architects & Engineers.

Approval Status & Date: APPROVED, November 20, 2017

Project Initiation Date: August 17, 2017
Design Professional: Pryor & Morrow Architects & Engineers
General Contractor: TBD
Total Project Budget: $3,198,000.00
12. UM – IHL 207-423 – Jackson Avenue Center Phase III – Swing Space

Approval Request #1: Change Order #5R

Board staff approved Change Order #5R in the amount of $8,184.00 and zero (0) additional days to the contract of Murphy & Sons, Inc.

Approval Status & Date: APPROVED, October 25, 2017

Change Order Description: Change Order #5R includes the following items: added two (2) new light fixtures in the area next to the skylight; added six (6) type 4 can fixtures at the neighborhood entrances & repaired the drywall; added two (2) layers of drywall to a wall; major floor repairs in the existing slab; added three (3) slot diffusers; revised the interior signage; electrical work was performed on the doors for access controls; added electrical and data for digital signage; installed blocking, repaired the drywall and repainted the wall; added four (4) type 15 can light fixtures in two areas; patched and repainted drywall damage; and repainted the ceiling clouds in two areas.

Change Order Justification: These changes are due to changes in requirements or recommendations by government agencies; errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $99,357.00.

Project Initiation Date: September 2, 2016
Design Professional: Shafer & Associates, PLLC
General Contractor: Murphy & Sons, Inc.
Total Project Budget: $3,800,000.00

13. UM– IHL 207-425 Crosby Hall Boiler Replacement

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $8,467.00 and zero (0) additional days to the contract of Tri Star Mechanical Contractors, Inc.

Approval Status & Date: APPROVED, November 15, 2017
Change Order Description: Change Order #1 includes the following items: performed a chemical cleaning/flushing of heat exchanger 1 and 2; flushed the domestic water side and heating water side; and repaired two (2) leaks on the heating water and domestic water piping using copper and wrapped with fiberglass insulation.

Change Order Justification: These changes are due to the latent job site conditions.

Total Project Change Orders and Amount: One (1) change order for a total amount of $8,467.00.

Project Initiation Date: September 15, 2016
Design Professional: Corbett Legge & Associates, PLLC
General Contractor: Tri Star Mechanical Contractors, Inc.
Total Project Budget: $1,100,000.00

14. UM – IHL 207-436 Kinard Water Treatment Replacement

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Engineering Solutions Inc.

Approval Status & Date: APPROVED, November 13, 2017

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, November 13, 2017

Project Initiation Date: June 15, 2017
Design Professional: Engineering Solutions, Inc.
General Contractor: TBD
Total Project Budget: $1,100,000.00
15. UM – IHL 207-438 – Deaton and Hefley Hall Elevator Refurbishment

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, November 29, 2017

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, November 29, 2017

Project Initiation Date: November 16, 2017
Design Professional: Corbett Legge & Associates, PLLC
General Contractor: TBD
Total Project Budget: $1,150,000.00

16. UMMC—GS 109-210 (GC-001) – School of Medicine

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #16

Board staff approved Change Order #16 in the amount of $328,138.00 and zero (0) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, October 23, 2017

Change Order Description: Change Order #15 includes the following items: credit for University Drive road revisions; installed quazite boxes for the receptacles in the courtyard planters; installed air flow measuring stations in the supply and return ducts for each air handling unit; repaired the terrazzo seal that was damaged when installed; replaced the copper rubber base at the black wall covering the café with terrazzo base;
additional elbows for the boiler vents; installed limestone in lieu of select fill in the excavated areas; installed area of refuge signage; installed a controller and panel for the added med gas alarms; installed twenty-four (24) end switches on the air handling unit fan isolation damper shafts; replaced the installed galvanized bollards with new stainless steel bollards; removed the existing concrete in the northwest corner of the north parking lot; graded and installed 6” of asphalt; removed the existing panics on the exterior aluminum doors that are tied to the smoke evacuation system and installed dummy panics; added magnetic locks to a door; removed the construction cylinders on all glass doors to group study/conference rooms and installed blank cylinders; removed the locks on the communication room doors and installed blank cylinders.

Change Order Justification: These changes are due to errors & omissions in the plans & specifications; latent job site conditions; and user/owner requested modifications.

Approval Request #2: Change Order #17

Board staff approved Change Order #15 in the amount of $120,777.00 and zero (0) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, October 23, 2017

Change Order Description: Change Order #17 includes the following items: revised the southeast corner of the north parking lot which provided two (2) handicap parking spaces; provided UMMC requested additions/revisions on the ground and third floors; removed and replaced Hunter Douglas specialty ceiling tiles for installation of UMMC’s wireless access point (WAP) equipment; added two (2) stop signs and stop bars on the pavement at the intersection of Peachtree Road and West University Drive; installed BAC network controller to the roller shades; added Hunter Douglas specialty ceiling trim at the HVAC diffusers; repaired the damaged gas line; and installed stainless steel edge plates at the ends of the concrete paver bands of the north plaza emergency roadway.

Change Order Justification: These changes are due to errors and omissions in the plans & specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Seventeen (17) change orders for a total amount of $1,960,142.00.

Project Initiation Date: June 16, 2011
Design Professional: Cooke Douglas Farr Lemons + Eley Guild Hardy – A Joint Venture
General Contractor: Roy Anderson Corporation
Phased Project Budget: $65,742,205.00
Total Project Budget: $66,000,000.00
17. UMMC – IHL 209-544 – Translational Research Center

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of $214,049.89 and zero (0) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, October 23, 2017

Change Order Description: Change Order #7 includes the following items: added primer & paint for concrete floors; added corner guards at the first floor, west wing; revised the door hardware to the penthouse stair door; installed a booster pump at the penthouse; added a railing at the steam generator; added convenience lighting at the bulk sterilizer; credit for SE drive gate feed and communication; changed the location of the irrigation controller; added required electrical items at the elevator; added cabling; changes made to the sidewalk/American Disabilities Act (ADA) parking lot; fabricated & installed trim for the cage washer; added twelve (12) strand fiber for the alarm; added a French drain at the south sidewalk; added two (2) crepe myrtles at the construction entrance; provided eleven (11) stainless steel, removable bollards; added two (2) return air grilles; added carpet in three (3) rooms on the 3rd floor; electrical revisions done on the 3rd floor; added data for the basement and 4th floor furniture connections; added a visual device at the 1st floor; added receptacles for the lab gas cabinets; added lab gas regulators & connectors on the 4th floor; provided nitrogen vacuum for the gas cabinets; and added acoustical closure at the round columns.

Change Order Justification: These changes are due to errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Seven (7) change orders for a total credit amount of $395,566.81.

Project Initiation Date: November 17, 2011
Design Professional: Foil Wyatt Architects & Planners, PLLC
General Contractor: Fountain Construction Co., Inc.
Phased Project Budget: $44,259,496.98
Total Project Budget: $50,572,743.00
18. **UMMC – IHL 209-558 – MS Integrated Public Safety Communications Center**

   **Approval Request #1: Approval of Schematic Design Documents**

   Board staff approved the Schematic Design Documents as submitted by Gensler

   **Approval Status & Date:** APPROVED, November 29, 2017

   **Project Initiation Date:** March 16, 2017
   **Design Professional:** Gensler
   **General Contractor:** TBD
   **Total Project Budget:** $9,699,114.00

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**UNIVERSITY OF SOUTHERN MISSISSIPPI**

19. **USM– GS 110-097 – Campus Repairs & Renovations**

   **NOTE:** This is a Bureau of Building project

   **Approval Request #1: Award of Construction Contract**

   Board staff approved the Award of Contract in the amount of $1,707,500.00 to the apparent low bidder, J.W. Puckett & Company, Inc.

   **Approval Status & Date:** APPROVED, November 29, 2017

   **Project Initiation Date:** October 15, 2015
   **Design Professional:** Allred Architectural Group
   **General Contractor:** J.W. Puckett & Company, Inc.
   **Total Project Budget:** $2,000,000.00
20. ERC– GS 111-053 – Primary Electrical Replacement

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the credit amount of $215,000.00 and zero (0) additional days to the contract of Moses Electric, Inc.

Approval Status & Date: APPROVED, October 18, 2017

Change Order Description: Change Order #1 includes the following items: deleted the second primary feed (underground) on Eastover Drive; provided a new primary electrical service from the overhead high voltage power service; added new power poles; added a new underground primary service; and two (2) transformers were installed by Entergy.

Change Order Justification: These changes are due to latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total credit amount of $215,000.00.

Project Initiation Date: September 17, 2015
Design Professional: Atherton consulting Engineers, Inc.
General Contractor: Moses Electric, Inc.
Total Project Budget: $2,000,000.00
1. SYSTEM – REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Baker & Hostetler (statements dated 9/22/17 and 10/18/17) from the funds of Alcorn State University. Alcorn State University previously paid $1,828.00 toward the $5,000.00 deductible under the cyber insurance policy leaving a balance of $3,172.00. (These statements, in the amounts of $1,058.50 and $3,025.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE: $3,172.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 11/1/17, 12/1/17, 12/1/17, 12/1/17 and 12/1/17) from the funds of Alcorn State University. (These statements, in the amounts of $30.71, $13.10, $30.49, $27.98 and $23.24, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE: $125.52

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 10/24/17 and 11/17/17) from the funds of Mississippi State University. (These statements, in the amounts of $100.00 and $450.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE: $550.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 11/14/17) from the funds of Mississippi State University. (This statement, in the amount of $13,368.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE: $13,368.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 11/1/17, 12/1/17 and 12/1/17) from the funds of Mississippi State University. (These statements, in the amounts of $2,500.00, $2,000.00 and $466.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE: $4,966.00
Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 12/5/17) from the funds of Mississippi State University. (This statement, in the amount of $1,287.70, represents services and expenses in connection with legal advice.)

**TOTAL DUE**........................................................................................................$ 1,287.70

Payment of legal fees for professional services rendered by Gian Franco Borio (statement dated 10/24/17) from the funds of the Mississippi University for Women. (This statement, in the amount of $3,500.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE**........................................................................................................$ 3,500.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 11/6/17) from the funds of the University of Mississippi. (This statement, in the amount of $37,600.00, represents services and expenses in connection with the University of Mississippi Educational Building Corporation (EBC) matters.)

**TOTAL DUE**........................................................................................................$ 37,600.00

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 10/4/17, 11/7/17 and 11/7/17) from the funds of the University of Mississippi. (These statements, in the amounts of $18,515.09, $4,728.93 and $19,590.32, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE**........................................................................................................$ 42,834.34

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 2/1/17, 4/1/17, 9/1/17, 9/1/17, 9/1/17, 9/1/17, 9/1/17, 11/1/17, 11/1/17, 11/1/17, 12/1/17, 12/1/17, 12/1/17, 12/1/17 and 12/1/17) from the funds of the University of Mississippi. (These statements, in the amounts of $2,000.00, $4,000.00, $2,500.00, $4,000.00, $4,000.00, $4,000.00, $58.80, $79.55, $1,975.00, $52.43, $63.88, $4,000.00 and $4,500.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE**........................................................................................................$ 31,229.66

Payment of legal fees for professional services rendered by Baker|Donelson (statement dated 9/12/17) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $1,127.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE**........................................................................................................$ 1,127.00
Payment of legal fees for professional services rendered by Bradley|Arant (statements dated 11/4/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $3,356.50 and $9,359.00, represent services and expenses in connection with general legal advice.)

TOTAL DUE...............................................................$ 12,715.50

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/10/17, 10/10/17, 10/10/17, 10/10/17, 10/10/17, 10/13/17, 10/19/17, 10/25/17, 11/10/17, 11/15/17, 11/15/17 and 11/15/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,563.50, $28,650.00, $265.50, $4,546.39, $52,640.32, $3,540.00, $74,396.45, $8,852.52, $25.00, $20,061.30, $1,681.50 and $2,215.30, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE...............................................................$ 198,437.78

Payment of legal fees for professional services rendered by Hogan|Lovells (statements dated 9/19/17, 10/13/17 and 10/24/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $8,738.30, $5,038.20 and $15,442.10, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE...............................................................$ 31,858.60

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 10/18/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $14,293.90, $825.00, $1,831.50, $825.00, $1,963.50, $247.50, $1,831.50 and $561.00, represent services and expenses in connection with legal advice.)

TOTAL DUE...............................................................$ 22,378.90

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 10/5/17, 10/5/17, 10/9/17 and 10/10/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $199.42, $678.75, $11,944.50 and $1,962.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE...............................................................$ 14,784.67

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 12/8/17) from the funds of the University of Southern Mississippi. (This statement, in the amount of $1,443.00, represents services and expenses in connection with legal advice.)

TOTAL DUE...............................................................$ 1,443.00
Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/9/17, 10/18/17, 11/13/17, 11/14/17, 11/17/17 and 12/11/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $708.00, $708.00, $1,150.50, $590.00, $3,864.50 and $59.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………………$ 7,080.00

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 11/7/17) from the funds of the University of Southern Mississippi. (This statement, in the amount of $462.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE……………………………………………………………………$ 462.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 4/1/17, 11/1/17, 11/1/17, 11/1/17, 11/1/17 and 12/1/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $37.50, $21.36, $1,500.00, $30.71, $1,000.00, $446.00 and $30.49, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE……………………………………………………………………$ 3,066.06

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

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/17/17, 10/17/17, 10/17/17, 11/17/17 and 11/21/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Fully Scalable Computer Architecture for Parallel Discrete Event” - $1,850.00; “Method for Early Evaluation in Micropipeline Processors” - $1,850.00; “System and Methods for Pest Reduction” - $600.00; “System and Methods for Pest Reduction” - $1,121.00 and “Cancer Therapeutic Use of Occidiofungin” - $687.00, respectively.)

TOTAL DUE……………………………………………………………………$ 6,108.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 9/22/17, 9/22/17 and 11/16/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate” - $130.00; “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - $1,346.00 and “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate” - $400.00, respectively.)
Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 10/31/17, 10/31/17, 10/31/17, 11/16/17 and 11/16/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Methods of Synthesizing Graphene from a Lignin Source” - $38.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - $4,515.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - $38.00; “Extruder Device” - $578.00 and “Methods of Synthesizing Graphene from a Lignin Source” - $38.00, respectively.)

**TOTAL DUE**.................................................................$ 1,876.00

Payment of legal fees for professional services rendered by Armstrong|Teasdale (statements dated 10/9/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Systems and Methods for Detecting Transient Acoustic Signals” - $39.48; “Systems and Methods for Detecting Transient Acoustic Signals” - $450.42 and “Systems and Methods for Detecting Transient Acoustic Signals” - $2,096.91.)

**TOTAL DUE**.................................................................$ 5,207.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 9/30/17 and 11/3/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Cache Mapping Technology Matter” - $2,478.00 and “Cache Mapping Technology Matter” - $619.50, respectively.)

**TOTAL DUE**.................................................................$ 2,586.81

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 8/17/17, 9/14/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17 and 10/24/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Highly Selective Sigma Receptor Ligands” - $1,155.00; “Highly Selective Sigma Receptor Ligands” - $355.72; “Biologically Active Cannabidiol” - $2,219.60; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $3,452.70; “Compositions Containing Delta-9-THC Amino Acid Esters” - $2,445.37; “Compositions Containing Delta-9-THC Amino Acid Esters” - $3,076.36; “Compositions Containing Delta-9-THC Amino Acid Esters” - $1,281.95; “Compositions Containing Delta-9-THC Amino Acid Esters” - $2,585.58; “Compositions Containing Delta-9-THC Amino Acid Esters” - $919.85; “Compositions Containing Delta-9-THC Amino Acid Esters” - $3,451.26; “Compositions Containing Delta-9-THC Amino Acid Esters” - $1,953.61; “Compositions Containing Delta-9-THC Amino Acid Esters” - $1,075.58 and “Biologically Active Cannabidiol” - $7,196.15, respectively.)

**TOTAL DUE**.................................................................$ 3,097.50
Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/21/17, 9/21/17, 9/21/17, 9/25/17, 9/25/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 11/16/17, 11/16/17, 11/16/17 and 11/16/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Highly Purified Amphotericin-B” - $1,150.00; “Indolizine-Based Donors as Organic Sensitizer Components” - $47.50; “Use of Trans-gnetin H or Extracts Containing Genetic H as a Lactic Acid Production Inhibitor” - $1,002.50; “High Photovoltage per Area by Sequential Series Tandem (SST)” - $38.00; “High Photovoltage per Area by Sequential Series Tandem (SST)” - $1,907.00; “Delivery of Medicaments to the Nail” - $768.00; “Highly Purified Amphotericin-B” - $847.00; “Highly Purified Amphotericin-B” - $1,755.00; “Highly Purified Amphotericin-B” - $953.00; “Highly Purified Amphotericin-B” - $891.00; “Highly Purified Amphotericin-B” - $802.00; “Agents with Selective K-Opioid Receptor Affinity” - $2,150.00; “Acoustic Instruments for Use Aquaculture” - $2,150.00; “Stabilized Formulation of Triamcinolone Acetonide” - $2,088.00; “Stabilized Formulation of Triamcinolone Acetonide” - $719.00; “Gas Separating Membranes” - $47.50; “High Photovoltage per Area by Sequential Series Tandem (SST)” - $168.00; “Use of Trans-gnetin H or Extracts Containing Genetic H” - $38.00; “Longitudinal Gait Velocity Monitoring of Older Population” - $96.00; “Stabilized Formulation of Triamcinolone Acetonide” - $1,037.50; “Gas Separating Membranes” - $540.00 and “Stabilized Formulation of Triamcinolone Acetonide” - $38.00, respectively.

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/21/17, 9/21/17, 9/25/17, 9/25/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 11/16/17, 11/16/17, 11/16/17 and 11/16/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $28.50, $76.00, $38.00, $409.00, $252.00, $28.50, $1,152.00, $19.00, $625.00, $38.00, $935.00, $941.00, $332.50, $38.00, $962.00, $836.00, $38.00, $795.00 and $2,073.21, respectively, represent services and expenses in connection with intellectual property patents.)

2. **USM – EMERGENCY APPROVAL TO CONTRACT WITH ROEDEL PARSONS AS OUTSIDE COUNSEL**

Trustee Alan Perry, as Board Legal Committee Chair, on behalf of the Board, has approved the University of Southern Mississippi’s emergency request to contract with the law firm of Roedel Parsons to defend the University in litigation filed against it in the State of Louisiana. The hourly rate will be $250 for shareholders, $175 for associates,
and $75 for paralegal services, with a maximum amount payable under the contract of $50,000.
1. **SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**
   
a. **ASU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” On November 29, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement with Wilcox Energy Company for the classroom and office space located at 300 Franklin Street, Natchez, MS, for sue by ASU to house the ASU Business Incubator. The term of the agreement is one year beginning December 1, 2017 at a cost of $3,166 per month. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

b. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 1, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement between MSU (lessee) and The Bulldog Club (lessor) for property described in Exhibit A for the purpose of the construction of the Left Field Lofts adjacent to Polk-Dement Stadium. The term of the lease is 18 months during which time lessor will make improvements through construction on the premises at no cost or other expense to lessor with an end result that all improvements will be owned “free and clear” by lessor on the date this lease terminates. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

c. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 11, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement Addendum #3 with Houndstooth Commercial Properties, LLC for 2400 square feet of building space for use by the OSHA Consultation employees of MSU Industrial Health and Safety. The agreement was originally approved January 2013 and has been twice before amended and extended. The current amendment extends the term of the agreement through January 31, 2019, with no change to the monthly cost of $2900 per month to be paid monthly in advance.
d. **MVSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” On November 20, 2017, Commissioner Glenn F. Boyce approved the Motor Vehicle License to Use Agreement with Toyota Motor Sales, U.S.A., Inc. for the use of a Toyota Prius vehicle by the MVSU Athletic Department as part of a partnership between the SWAC and Toyota. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

e. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” On November 10, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement with Pitney Bowes, Inc. for the rental of a postage meter at the Children’s of Mississippi Hattiesburg Clinic. The term of the Lease is 60 months beginning on or about November 15, 2017, at a cost as set out in Exhibit A of the Lease Agreement and total estimate break down in the corresponding agenda request. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

f. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On November 10, 2017, Commissioner Glenn F. Boyce approved the First Amendment to the Lease Agreement with Taylor Holdings, Inc. for the lease of approximately 2,475 square feet of temporary clinic space located at 313 North Court Avenue, Louisville, Winston County, MS for use by the UMMC Department of Dermatology. The initial term for the lease was for one year beginning March 1, 2017 at a cost of $2,500 per month. This amendment is for the purpose of extending the term of the lease for eleven months through January 2019 and to amend the termination for convenience provision in paragraph 8. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

g. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of
the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 13, 2017, Commissioner Glenn F. Boyce approved the Public Trust Tidelands Lease with the State of Mississippi for .14 acres of submerged lands and tidelands located within the region of USM’s Cedar Point campus for the construction of floating kayak launches adjacent to the Cedar Point campus property. The term of the lease is forty years beginning October 1, 2017 at no cost to the University. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

h. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than $100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 18, 2017, Commissioner Glenn F. Boyce approved the Public Trust Tidelands Lease with the State of Mississippi for 1.47 acres of submerged lands and tidelands located within the region of USM’s Cedar Point campus for the construction of floating kayak launches adjacent to the Cedar Point campus property. The term of the lease is forty years beginning October 1, 2017 at no cost to the University. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

i. **SYSTEM** – On December 6, 2017, Commissioner Glenn F. Boyce reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning July 1, 2017 and ending September 30, 2017. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration.

j. **SYSTEM** – In accordance with Board Policy 703.04 Institutional Scholarships, Tuition Waivers and Fellowships Subsection F Policy Guidelines, each institution is required to submit an annual summary of actual expended E&G Scholarships, Fellowships and Tuition Waivers for the past fiscal year. Included in this presentation would be a summary of the actual E&G student aid expenditures by financial aid category as well as the number of category award recipients. On December 6, 2017, Commissioner Glenn F. Boyce reviewed and approved the FY 2017 presentation. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration for review.