

Board Book

June 21, 2018

MISSISSIPPI BOARD OF TRUSTEES OF STATE
INSTITUTIONS OF HIGHER LEARNING

Board Meeting Outline

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

MEETINGS SCHEDULE

Health Affairs Committee | June 20, 2018, 2:00 p | IHL Board Room
Finance Committee | June 21, 2018, 8:30 a | IHL Board Room
IHL Board Meeting | June 21, 2018, 9:45 a | IHL Board Room

CALL TO ORDER INVOCATION INTRODUCTION OF GUESTS

Trustee Shane Hooper
Trustee Ann Lamar
Trustee Shane Hooper

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- f. MVSU – Professional Studies (Concentration) to University Studies (Concentration)
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ADJOURNMENT

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 17, 2018**

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 28, 2017, to each and every member of said Board, said date being at least five days prior to this May 17, 2018 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham, Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. J. Walt Starr. The meeting was called to order by Shane Hooper, President. Trustee Hal Parker introduced Marcus Thompson, IHL Deputy Commissioner, to provide the invocation.

INTRODUCTION OF GUESTS

- President Shane Hooper introduced the new trustees, Dr. Steven Cunningham, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, and Mr. Gee Ogletree, and welcomed them to their first board meeting.
- President Hooper welcomed the Student Government Association Officers: Robert Tatum, SGA President at Alcorn State University; Charlie King, SGA President at Delta State University; La'Curtis Powell, SGA President at Jackson State University; Mayah Emerson, SGA President at Mississippi State University; Elam Miller, SGA President of the University of Mississippi; Edgar Meyer, SGA President of the University of Mississippi Medical Center; and McKenna Stone, SGA President at the University of Southern Mississippi.
- Commissioner Glenn Boyce introduced Ms. Jane Mapp the new Special Assistant Attorney General University Division Director; Mr. Vijay Patel the Interim Internal Audit Director, and Ms. Heather Morrison the P-20 Projects Coordinator.

OTHER BUSINESS

- On motion by Trustee Dye, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve President Shane Hooper's committee appointments, as follows:

STANDING COMMITTEES

Academic Affairs

1. Dr. Alfred McNair, Jr., Chair
2. Dr. Ford Dye
3. Jeanne Luckey
4. Bruce Martin
5. Dr. Walt Starr

Finance

1. Tom Duff, Chair
2. Dr. Steven Cunningham
3. Ann Lamar
4. Gee Ogletree
5. Hal Parker

Legal

1. Ann Lamar, Chair
2. Dr. Steven Cunningham
3. Chip Morgan
4. Gee Ogletree
5. Hal Parker

Real Estate

1. Hal Parker, Chair
2. Tom Duff
3. Jeanne Luckey
4. Bruce Martin
5. Dr. Walt Starr

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Health Affairs

1. Dr. Ford Dye, Chair
2. Chip Morgan, Vice-Chair
3. Ann Lamar
4. Dr. Alfred McNair, Jr.
5. Gee Ogletree
6. Hal Parker
7. Dr. Walt Starr

AD HOC COMMITTEES

Ayers Endowment Management

1. Chip Morgan, Chair
2. Shane Hooper, Board President
3. Dr. Glenn Boyce, Commissioner
4. Dr. Al Rankins, ASU President
5. Dr. William Bynum, JSU President
6. Dr. Jerryl Briggs, MVSU President
7. Bruce Martin

Diversity

1. Dr. Steven Cunningham, Chair
2. Ann Lamar
3. Jeanne Luckey
4. Bruce Martin
5. Chip Morgan

NOTE: The President is an Ex-Officio member of all committees

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Starr, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on April 19, 2018.

CONSENT AGENDAS

Trustee Ogletree recused himself from voting on any consent items by leaving the room before there was any discussion or vote regarding the same. By consensus, agenda items #6, #7, and #13 on the Finance Consent Agenda were moved to the Regular Finance Agenda for consideration. After Trustee Ogletree left the room, on motion by Trustee McNair, seconded by Trustee Morgan, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas as amended.

ACADEMIC AFFAIRS

1. **JSU** – Approval of the following academic program modifications:
 - a. Reinstate the Bachelor of Arts in Political Science and
 - b. Suspend the Master of Arts in Political Science due to low graduate rates.

FINANCE

2. **SYSTEM** – Approved the request to purchase cyber liability and incident response insurance coverage with Lloyds of London – Beazley Syndicate (Beazley). Cyber liability insurance will cover various cyber-related losses, including third party liability, first party liability, costs related to investigation and mitigation, and costs related to providing legally required notifications to persons potentially affected by a cyber incident. Purchase of the insurance also includes expert assistance from the insurers breach response team. The purchased policy will be primary to other

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insurance so that it will protect the IHL Self-Insured Tort Plan in the instances where coverages overlap. The contract is a one-year insurance policy beginning May 26, 2018 and terminating May 26, 2019. The cost will be approximately \$294,937.50 for the one-year policy. IHL may elect to buy-up an additional \$5 million in coverage, during the policy year, for an additional \$53,150. The IHL Self-Insured Tort Plan will pay the premium and allocate an appropriate premium share to each policy participant. The share for each participant other than UMMC will be built into the annual assessment of the Tort Plan. The Tort Plan will invoice UMMC for its share.

3. **JSU** – Approved a Leadership Services Amendment to its current Professional Services Agreement with Ellucian Company, L.P. for management information services which support the Banner system and other functions. The amendment will extend the term of the agreement for an additional five-year term and provide a new schedule of fees associated with this amendment. The purpose of the original agreement was to provide management information services in support of Banner functions, including business process modeling, technical and functional support, help desk, and data warehousing as well as the management and operation of JSU’s Office of Information Technology. The term of the Amendment is five (5) years, one (1) day, May 31, 2018 through May 31, 2023. The total expenditure amount of the amendment is approximately \$5,375,066 for a five (5) year term. The approximate annual cost is \$ 1,075,008, with the possibility of some variance. The Payment schedule is included in the bound *May 17, 2018 Board Working File*. This amendment will be funded by 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.
4. **JSU** – Approved a Cloud Services Amendment (Application Hosting Services) to its current Professional Services Agreement with Ellucian Company, L.P. for management information services which support the Banner system and other functions. This amendment extends the term of the agreement for an additional five-year term and provide a new schedule of fees associated with the services provided. The purpose of the original agreement was to provide management information services in support of Banner functions, including business process modeling, technical and functional support, help desk, and data warehousing as well as the management and operation of JSU’s Office of Information Technology. The term of the Cloud Services Amendment is five (5) years, one (1) day, May 31, 2018 through May 31, 2023. The total expenditure amount of the amendment is approximately \$1,841,640 for a five (5) year term. The approximate annual cost is \$368,328 with the possibility of some variance. The Payment schedule is included in the bound *May 17, 2018 Board Working File*. This amendment will be funded by 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.
5. **UM** – Approved the request to enter into a contract with Innovative Interfaces Incorporated which includes a license for software as well as one-time migration and setup services. This agreement will provide the University Libraries with an Integrated Library System (ILS) including modules for metadata, circulation, acquisitions, serials, electronic resources and public library catalog interface. New cloud-based products with improved functionality (such as APIs) are needed at this time and will extend system interoperability. The term of this contract will begin in May of 2018. Implementation is expected to take approximately six months. The license for the software will begin once implementation is complete with an initial term of three years. After the initial term, the software license may be renewed annually through 2024 per the time limit of the ITS CP-1. The total contract amount is \$755,158. A breakdown of costs is included in the bound *May 17,*

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2018 Board Working File. As noted in the professional services agreement, not all products are being implemented at this time. If the university chooses to implement some of the smaller modules later, additional implementation costs may be incurred, but the lifecycle of the contract will not exceed \$900,000 per the limit of the ITS CP-1. Costs for this contract will be funded by the Library materials budget which is derived from education and general funds and specified endowments. 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. **UMMC** – Request to enter into a Services Agreement with Advantage Support Services, Inc. (Advantage) to provide staff augmentation for UMMC's Sterile Processing Department (SPD) management team and technicians. UMMC's SPD services all areas at UMMC in which sterile, reusable medical/surgical supplies and equipment are cleaned (disinfected and sterilized), prepared, processed, stored, and issued for patient care. The term of the Agreement is one (1) year and thirteen (13) days, from May 18, 2018, through May 31, 2019. The total estimated cost of the Agreement is \$3,518,060 for staff augmentation for management and technicians. Fees are based upon hourly rates for the various levels of staff that may be utilized. The Agreement will be funded by hospital patient revenue. The agreement was reviewed and approved by the Attorney General's Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**
7. **UMMC** – Request to enter into a Services Agreement (Agreement) with Aureus Nursing LLC (Aureus) to provide staff augmentation for UMMC's Sterile Processing Department (SPD) technicians. UMMC's SPD services all areas at UMMC in which sterile, reusable medical/surgical supplies and equipment are cleaned (disinfected and sterilized), prepared, processed, stored, and issued for patient care. The term of the Agreement is one (1) year and thirteen (13) days, beginning May 18, 2018, and ending May 31, 2019. The total contract amount is estimated to be \$2,379,680.00 for staff augmentation for SPD technicians. Fees are based upon hourly rates for the technicians. The Agreement will be funded by hospital patient revenue. The agreement was reviewed and approved by the Attorney General's Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**
8. **UMMC** – Approved the request to enter into an agreement with Elekta, Inc. for hardware maintenance and support service for UMMC's Leksell Gamma Knife® Icon™ (Gamma Knife) and the request to prepay the annual support fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The Gamma Knife is used to treat brain disorders using a non-invasive method of delivering a single, high dose of irradiation to a small and critically located intracranial volume through the intact skull. The initial term of the Agreement is one (1) year and one (1) day, from May 31, 2018, through May 31, 2019. Thereafter, the agreement will renew annually for up to three (3) additional years. The Board approved the initial and all renewal terms, for a total term of four (4) years and one (1) day, from May 31, 2018, through May 31, 2022. The total estimated cost over the four (4) years and one (1) day term is \$1,440,452.76. The annual fee for the platinum service package is \$313,000 for the first year, with an annual price increase of one and a half percent (1.5%) each subsequent year. UMMC also has factored in an additional \$40,000 per year for unforeseen emergency support services outside normal working hours, including travel. 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.

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9. **UMMC** – Approved the request to enter into an agreement with Elekta, Inc. for hardware maintenance and support service for UMMC’s Synergy® S linear accelerator (E2) and the request to prepay the annual support fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The E2 provides radiation therapy with 3D image guidance to help clinicians visualize tumor targets and normal tissue both before and during treatment fractions. The initial term of the Agreement is one (1) year, from June 1, 2018, through May 31, 2019. Thereafter, the agreement will renew annually for up to three (3) additional years. The Board approved the initial and all renewal terms, for a total term of four (4) years and one (1) day, from June 1, 2018, through May 31, 2022. The total estimated cost over the four (4) year term is \$1,043,299.51. The fixed annual fee for the gold service package is \$215,917.96 for the first year, with an annual price increase of one and a half percent (1.5%) each subsequent year. UMMC has factored in an additional \$40,000 per year for unforeseen emergency support services outside normal working hours, including travel. 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.
10. **UMMC** – Approved the request to enter into an agreement with Elekta, Inc. for hardware maintenance and support service for UMMC’s Synergy® S linear accelerator (E3) and the request to prepay the annual support fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The E3 provides radiation therapy with 3D image guidance to help clinicians visualize tumor targets and normal tissue both before and during treatment fractions. The initial term of the Agreement is one (1) year, from June 1, 2018, through May 31, 2019. Thereafter, the agreement will renew annually for up to three (3) additional years. The Board approved the initial and all renewal terms, for a total term of four (4) years and one (1) day, from June 1, 2018, through May 31, 2022. The total estimated cost over the four (4) year term is \$1,107,233.21. The fixed annual fee for the gold service package is \$231,546.22 for the first year, with an annual price increase of one and a half percent (1.5%) each subsequent year. UMMC has factored in an additional \$40,000 per year for unforeseen emergency support services outside normal working hours, including travel. 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.
11. **UMMC** – Approved the request to enter into an agreement with Elekta, Inc. for hardware maintenance and support service for UMMC’s microSelectron high dose rate (HDR) brachytherapy equipment and its associated Oncentra software (collectively, HDR brachytherapy) and the request to prepay the annual support fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The HDR brachytherapy is used for precise, targeted planning and treatment of various cancers such as prostate, breast, skin and surface, rectum, and gynecological anatomy. The initial term of the Agreement is one (1) year, from July 20, 2018, through July 19, 2019. Thereafter, the agreement will renew annually for up to four (4) additional years. The Board approved the initial and all renewal terms, for a total term of five (5) years, from July 20, 2018, through July 19, 2023. The total estimated cost over the five (5) year term is \$513,005.71. The annual fee for the gold service package for the first year is \$45,955.23 for hardware and \$22,559.41 for software maintenance, with an annual price increase of one and a half percent (1.5%) each subsequent year. UMMC also has factored in an additional \$40,000 per year for unforeseen emergency support services outside normal working hours, including travel. The agreement will be funded by patient revenues. The agreement, which was reviewed and

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approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

12. **UMMC** – Approved the request to enter an End User License Agreement (EULA) with EMC Corporation (EMC) for the purchase of hardware, software, and maintenance for an enterprise backup and recovery storage system. This storage system serves to archive UMMC's applications, information, and data utilized throughout its missions. The increases in UMMC's research programs, patient information and volume, and population health data contribute to its ever-growing data storage needs. The purchase will allow UMMC to expand and upgrade its current equipment to meet those growing data storage needs. The Board also approved the request to prepay the annual maintenance fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The term of the software license provided under the EULA is perpetual, beginning May 21, 2018. The term of support services provided under the EULA is three (3) years, from the date of shipment, which is expected to be on or about June 22, 2018, through June 21, 2021. The cost of the EULA is \$1,857,805.99. A breakdown of costs is included in the bound *May 17, 2018 Board Working File*. This 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.
13. **UMMC** – Request to enter into a Statement of Work (SOW) with MoreDirect, Inc. d/b/a Connection for EMC Corporation to provide maintenance services on UMMC's current Avamar appliances and Data Domain storage. The Data Domain storage is UMMC's offline protected backup system that provides recoverability in the case of data corruption or loss on the primary storage device. The term of the SOW is two (2) years, beginning June 1, 2018, and ending May 30, 2020. The Master Service Agreement was effective October 16, 2017 and continues for a total term of five (5) years, including all renewals. The cost of the SOW is \$1,057,474.63 over the two (2) year term of the SOW. A breakdown of the estimated cost is included in the bound *May 17, 2018 Board Working File*. This 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. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**
14. **UMMC** – Approved the request to enter into a Master License Agreement (Agreement) with Velos, Inc. (Velos) to provide an enterprise license for a clinical research/trials management software system, professional services, and annual maintenance and support. The agreement will provide for a solution that has comprehensive functionality for study administration, subject and financial management, data capture, and reporting within one centralized system, and a robust architecture that facilitates interoperability externally. The system will allow for a faster study setup, more streamlined workflow and pipeline management, more accurate and comprehensive research billing, superior reporting, increased regulatory compliance, higher data quality and better positioning to increase grant and research capacity. The Board also approved the request to prepay percent (50%) of the first year's total fees upon contract execution pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The term of the Agreement is five (5) years beginning June 1, 2018 and ending May 31, 2023. The estimated total cost of the Agreement is \$523,294.38. A breakdown of the estimated cost is included in the bound *May 17, 2018 Board Working File*. The Agreement will be funded by general funds and development 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.

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REAL ESTATE

15. **UMMC** – Approved the initiation of **IHL 209-568 – West Wing Renovations**, and the appointment of Foil Wyatt Architects as the design professional. This project proposes to renovate the 2nd and 6th floors of the West Wing of the original hospital for patient care. Renovations will include finish upgrades and correction of ADA and Life safety issues. Mechanical, electrical and nurse call systems will also be upgraded. The proposed project budget is \$2,950,000. Funds are available from UMMC SSA (Shared Services Account) – Building Improvements (\$2,950,000).
16. **ASU** – Approved the request to increase the project budget for **GS 101-297, Technology Classroom Building**, from \$16,500,000 to \$21,000,000, for an increase of \$4,500,000. The Board also approved the request to add HB 1649, Laws of 2018, as a funding source in the amount of \$4,500,000 to allow for the budget increase. This is the second budget escalation request made for this project by the university. The increased budget reflects actual project costs. The project is to construct a Technology Classroom Building with approximately 38,565 GSF of conditioned space. The building will contain faculty offices, classrooms, student lounge areas, computer labs, conference rooms and a multi-use auditorium with a balcony. Funds are available from HB 787, Laws of 2014 (\$9,000,000.00); SB 2906, Laws of 2015 (\$7,100,000); SB 2913, Laws of 2013 (\$400,000); and HB 1649, Laws of 2018 (\$4,500,000).
17. **UMMC** – Approved the request increase the project budget for **IHL 209-563, Campus Emergency System Upgrades**, from \$3,500,000 to \$6,700,000, for an increase of \$3,200,000. The budget increase will allow the university to provide a redundant 1.5 megawatt generator and emergency power to secondary equipment (pumps, variable speed drives, controls, etc.) which serves healthcare areas. The project will remove selected generators in the subbasement and install new generators at ground level on the exterior of the building. The project will also provide connectivity for portable generators that would be able to provide power to the chillers and cooling towers during a power outage. Funds are available from UMMC SSA (Shared Services Account) – Building Improvements (\$6,700,000).
18. **DSU** – Approved the request to donate, transfer, and convey for no consideration to the Board of Trustees of Coahoma Community College the Coahoma County Higher Education Center, certain real property known as “Cutrer Mansion lot”, “St. Elizabeth School lot”, and “St. Elizabeth Gymnasium lot,” in accordance with Senate Bill 2898, Laws of 2018. The property description is a parcel of land being situated in Section 14, Township 27 North, Range 4 West located in Coahoma County, Mississippi. The Coahoma County Higher Education Center was donated to DSU by the Delta State Foundation Corporation in June 2000. DSU and Coahoma Community College have partnered in offering classes in the center for local students in Clarksdale, Mississippi. This partnership ended July 1, 2017 and Coahoma Community College has continued to utilize the facilities. Legislation was written and passed by both houses and signed by the Governor in the 2018 Legislative Session to transfer the ownership of this property to Coahoma Community College.

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PERSONNEL REPORT

19. **EMPLOYMENT**

Delta State University

Richard A. Munroe; Vice President for University Advancement and External Relations; salary \$146,775 per annum; Delta State University Foundation funds; 12-month contract; effective July 1, 2018

Mississippi State University

George Ford, *hired with tenure*; Professor and Director of Building Construction Science Program; salary \$145,000.00 per annum, pro rata; E & G Funds; 12-month contract; effective July 1, 2018

20. **CHANGE OF STATUS**

Mississippi University for Women

- Tammie McCoy; *from* Chair and Professor, Baccalaureate Nursing; salary \$103,375 per annum, pro rata; E&G Funds; 12-month contract; *to* Dean and Professor, College of Nursing and Health Sciences; salary \$130,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2018
- Thomas Richardson; *from* Provost and Vice President for Academic Affairs and Eudora Welty Professor of English; salary of \$177,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Eudora Welty Professor of English; salary \$98,000 per annum, pro rata; E&G Funds; 10-month contract; effective July 1, 2018
- Scott Tollison; *from* Dean of the College of Business and Professional Studies and Professor of Management Information Systems; salary of \$125,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Interim Provost and Vice President for Academic Affairs and Professor of Management Information Systems; salary of \$155,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2018

University of Southern Mississippi

- David Holley; Professor Emeritus of Philosophy; College of Arts and Letters; effective July 1, 2018
- Shahdad Naghshpour; Professor Emeritus of Economics; College of Arts and Letters; effective July 1, 2018

21. **SABBATICAL**

Mississippi University for Women

- Lauren Brandon; Professor of Microbiology; *from* salary \$57,539 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$28,769.50 for sabbatical period; E&G Funds; effective January 1, 2019 to May 19, 2019; professional development
- Thomas Richardson; Eudora Welty Professor of English; *from* salary \$98,000 per annum, pro rata; E&G Funds; 10-month contract; *to* salary of \$49,000 for sabbatical period; E&G Funds; effective January 1, 2019 to June 30, 2019; research/creative work

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22. TENURE

Alcorn State University

- Anant Singh; *promotion* to Associate Professor; Department of Chemistry and Physics; effective August 14, 2018
- Valtreasa Tolliver-Cook; *promotion* to Associate Professor; Department of Social Work; effective August 14, 2018

Delta State University

- Jacqueline Craven; *promotion* to Associate Professor; Division of Teacher Education, Leadership, and Research; effective August 20, 2018
- Jana Donahoe; *promotion* to Associate Professor; Department of Social Work; effective August 20, 2018
- Ensley Howell; *promotion* to Associate Professor; Division of Family and Consumer Sciences; effective August 20, 2018
- Donghyun Kim; *promotion* to Associate Professor; Division of Accounting, Computer Information Systems, and Finance; effective August 20, 2018
- Timothy Watkins; *promotion* to Associate Professor; Division of Teacher Education, Leadership, and Research; effective August 20, 2018
- Glendscene Williams; Associate Professor; Division of Accounting, Computer Information Systems, and Finance; effective August 20, 2018
- Sally Zengaro; *promotion* to Associate Professor; Division of Counselor Education and Psychology; effective August 20, 2018
- Guozhen Zhao; *promotion* to Associate Professor; Division of Management, Marketing, and Business Administration; effective August 20, 2018

Mississippi University for Women

- Joe Alexander; *promotion* to Associate Professor; Department of Music; effective August 16, 2018
- Valentin Bogdan; *promotion* to Associate Professor; Department of Music; effective August 16, 2018
- Sueanne Davidson; *promotion* to Professor; Department of Graduate Nursing; effective July 1, 2018
- Carey McCarter; Associate Professor; Department of Graduate Nursing; effective July 1, 2018

University of Mississippi

- Mikaela Morgane Adams; *promotion* to Associate Professor of Native American History; Department of History; effective July 1, 2018
- Patrick E. Alexander; *promotion* to Associate Professor; Department of English; effective July 1, 2018
- Hunaine Said Alkhateb; *promotion* to Associate Professor; Department of Civil Engineering; effective July 1, 2018

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- Heather J. Allen; *promotion* to Associate Professor; Department of Modern Languages; effective July 1, 2018
- Kevin S. D. Beach; *promotion* to Associate Professor; Department of Physics and Astronomy; effective July 1, 2018
- Allan Bellman; *promotion* to Professor; Department of Teacher Education; effective July 1, 2018
- James M. Bos; *promotion* to Associate Professor of Religion; Department of Philosophy and Religion; effective July 1, 2018
- Qiang "Andy" Cheng; *promotion* to Associate Professor; Department of Teacher Education; effective July 1, 2018
- Jesse Levis Cromwell; *promotion* to Associate Professor; Department of History; effective July 1, 2018
- Patrick D. Curtis; *promotion* to Associate Professor; Department of Biology; effective July 1, 2018
- Alberto J. Del Arco; *promotion* to Associate Professor; Department of Health, Exercise Science and Recreation Management; effective July 1, 2018
- Suzanne M. Dugger; Professor; Department of Leadership and Counselor Education; effective July 1, 2018
- Scott A. Fiene; *promotion* to Associate Professor of Integrated Marketing; Meek School of Journalism and New Media; effective July 1, 2018
- Maria Ida Fionda; *promotion* to Associate Professor; Department of Modern Languages; effective July 1, 2018
- Amy K. Fisher; *promotion* to Associate Professor; Department of Social Work; effective July 1, 2018
- Ryan Christian Garrick; *promotion* to Associate Professor; Department of Biology; effective July 1, 2018
- Darren E. Grem; *promotion* to Associate Professor; Department of History; effective July 1, 2018
- Seena L. Haines; Chair and Professor; Department of Pharmacy Practice; effective July 1, 2018
- Stuart T. Haines; Director of the Division of Pharmacy Professional Development and Professor; Department of Pharmacy Practice; effective July 1, 2018
- Derrick Avin Harriell; *promotion* to Associate Professor of English and African American Studies; Department of English; effective July 1, 2018
- April E. Holm; *promotion* to Associate Professor; Department of History; effective July 1, 2018
- Neal H. Hutchens; Professor; Department of Leadership and Counselor Education; effective July 1, 2018
- Valentina Boris Iepuri; *promotion* to Associate Professor; Department of Modern Languages; effective July 1, 2018
- Byunghyun Jang; *promotion* to Associate Professor; Department of Computer and Information Science; effective July 1, 2018
- Paul D. Johnson; *promotion* to Associate Professor; Department of Management; effective July 1, 2018

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- Saim Kashmiri; *promotion* to Associate Professor; Department of Marketing; effective July 1, 2018
- Frances Courtney Kneupper; *promotion* to Associate Professor; Department of History; effective July 1, 2018
- Sasa Kocic; *promotion* to Associate Professor; Department of Mathematics; effective July 1, 2018
- Natalia Alexandrovna Kolesnikova; *promotion* to Associate Professor; Department of Economics; effective July 1, 2018
- Fei Lan; *promotion* to Associate Professor of Religion; Department of Philosophy and Religion; effective July 1, 2018
- Danielle Jeannette Maack; *promotion* to Associate Professor; Department of Psychology; effective July 1, 2018
- Stephanie Elisabeth Miller; *promotion* to Associate Professor; Department of Psychology; effective July 1, 2018
- Sarah M. Moses; *promotion* to Associate Professor of Religion; Department of Philosophy and Religion; effective July 1, 2018
- Christopher Lowe Newman; *promotion* to Associate Professor; Department of Marketing; effective July 1, 2018
- Thomas Allan Peattie; *promotion* to Associate Professor; Department of Music; effective July 1, 2018
- Mandy L. Perryman; *promotion* to Associate Professor; Department of Leadership and Counselor Education; effective July 1, 2018
- Darren A. Sanefski; *promotion* to Associate Professor of Multiple Platform Journalism; Meek School of Journalism and New Media; effective July 1, 2018
- Hailin Sang; *promotion* to Associate Professor; Department of Mathematics; effective July 1, 2018
- Adam E. Smith; *promotion* to Associate Professor; Department of Chemical Engineering; effective July 1, 2018
- Feng Wang; *promotion* to Associate Professor; Department of Computer and Information Science; effective July 1, 2018
- Donovan E. Wishon; *promotion* to Associate Professor of Philosophy; Department of Philosophy and Religion; effective July 1, 2018
- Timothy Paul Yenter; *promotion* to Associate Professor of Philosophy; Department of Philosophy and Religion; effective July 1, 2018
- Brian W. Young; *promotion* to Research and Instruction Librarian and Associate Professor; Department of University Libraries; effective July 1, 2018

University of Mississippi Medical Center

- Gene Bidwell, Associate Professor, Department of Neurology, effective July 1, 2018
- Robert Brodell, Professor, Department of Dermatology, effective July 1, 2018
- Jian-Xiong Chen, *promotion* to Professor, Department of Pharmacology and Toxicology, effective July 1, 2018
- Truman Earl, Associate Professor, Department of Surgery, effective July 1, 2018

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- Kevin Freeman, Associate Professor, Department of Psychiatry and Human Behavior, effective July 1, 2018
- Raymond Grill, Associate Professor, Department of Neurobiology and Anatomical Sciences, effective July 1, 2018
- Hao Mei, *promotion* to Professor, Department of Data Science, effective July 1, 2018
- Chameka Robinson, Associate Professor, Department of Academic Information Services, effective July 1, 2018
- Donna Rowlett, *promotion* to Professor, Department of Psychiatry and Human Behavior, effective July 1, 2018
- James Rowlett, Professor, Department of Psychiatry and Human Behavior, effective July 1, 2018
- Jennifer Sasser, Associate Professor, Department of Pharmacology and Toxicology, effective July 1, 2018
- Ritesh Tandon, *promotion* to Associate Professor, Department of Microbiology and Immunology, effective July 1, 2018
- Samuel Thigpen, Associate Professor, Department of Medicine, effective July 1, 2018
- Douglas Vetter, Associate Professor, Department of Neurobiology and Anatomical Sciences, effective July 1, 2018

University of Southern Mississippi

- Allison Abra; *promotion* to Associate Professor; Department of History; College of Arts and Letters; effective August 20, 2018
- Michael D. Anestis; Associate Professor; Department of Psychology; College of Education and Psychology; effective August 20, 2018
- Matthew Casey; *promotion* to Associate Professor; Department of History; College of Arts and Letters; effective August 20, 2018
- Winston Choi; *promotion* to Associate Professor; Department of Public Health; College of Health; effective August 20, 2018
- Jennifer Culley; *promotion* to Associate Professor; University Libraries; effective July 1, 2018
- Song Guo; *promotion* to Associate Professor; Department of Chemistry and Biochemistry; College of Science and Technology; effective August 20, 2018
- Leila J. Hamdan; Associate Professor; Department of Coastal Sciences; College of Science and Technology; effective August 20, 2018
- Frank Joseph Hernandez; *promotion* to Associate Professor; Department of Coastal Sciences; College of Science and Technology; effective August 20, 2018
- Angel Herring; *promotion* to Associate Professor; Department of Child and Family Studies; College of Education and Psychology; effective August 20, 2018
- Claire Kimberly; *promotion* to Associate Professor; Department of Child and Family Studies; College of Education and Psychology; effective August 20, 2018
- Karen Kohl; *promotion* to Associate Professor; Department of Mathematics; College of Science and Technology; effective August 20, 2018
- Myron Labat; *promotion* to Associate Professor; Department of Educational Research and Administration; College of Education and Psychology; effective August 20, 2018

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- John Mark Lawler; *promotion* to Associate Professor; Department of Art & Design; College of Arts and Letters; effective August 20, 2018
- Jennifer Lemacks; *promotion* to Associate Professor; Department of Nutrition and Food Systems; College of Health; effective August 20, 2018
- Dale Lunsford; *promotion* to Associate Professor; Department of Human Capital Development; College of Science and Technology; effective August 20, 2018
- Benjamin McIlwain; *promotion* to Associate Professor; School of Music; College of Arts and Letters; effective August 20, 2018
- Marcus Michels; *promotion* to Associate Professor; Department of Art and Design; College of Arts and Letters; effective August 20, 2018
- Marietta Paterson; Associate Professor; Department of Speech and Hearing Sciences; College of Health; effective August 20, 2018
- Eric Platt; *promotion* to Associate Professor; Department of Educational Research and Administration; College of Education and Psychology; effective August 20, 2018
- Keith Radley, III; Associate Professor; Department of Psychology; College of Education and Psychology; effective August 20, 2018
- Catherine Rand; Associate Professor; School of Music; College of Arts and Letters; effective July 1, 2018
- Pam Rollins; *promotion* to Associate Professor; Department of Child and Family Studies; College of Education and Psychology; effective August 20, 2018
- Donald F. Sacco; *promotion* to Associate Professor; Department of Psychology; College of Education and Psychology; effective August 20, 2018
- Hans Stadthagen-Gonzalez; *promotion* to Associate Professor; Department of Psychology, College of Education and Psychology; effective August 20, 2018
- Elizabeth Tinnon; *promotion* to Associate Professor; Department of Collaborative Nursing Care; College of Nursing; effective August 20, 2018
- Alexandra Valint; *promotion* to Associate Professor; Department of English; College of Arts and Letters; effective August 20, 2018
- Joseph Weinburg; *promotion* to Associate Professor; Department of Political Science, Int'l Development and Int'l Affairs; College of Arts and Letters; effective August 20, 2018
- Hao Xu; *promotion* to Associate Professor; Department of Biological Sciences; College of Science and Technology; effective August 20, 2018

ACADEMIC AFFAIRS

Presented by Trustee Alfred McNair, Chair

On motion by Trustee McNair, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda. On motion by Trustee McNair, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve item #2.

1. **STATE** – Pursuant to Miss. Code Ann. §37-129-1, based on the evaluation of annual reports documenting compliance with the state nursing accreditation standards, the Board approved the accreditation of the Mississippi Nursing Degree Programs as shown below.

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SCHOOL OF NURSING	PROGRAM TYPE	ACCREDITATION STATUS
Alcorn State University	ADN BSN MSN	Continuing Accreditation with Conditions¹ Continuing Accreditation Continuing Accreditation
Belhaven University	BSN	Continuing Accreditation
Coahoma Community College	ADN	Continuing Accreditation
Copiah-Lincoln Community College	ADN	Continuing Accreditation
Delta State University	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Full Accreditation
East Central Community College	ADN	Continuing Accreditation
East Mississippi Community College	ADN	Continuing Accreditation
Hinds Community College	ADN	Continuing Accreditation
Holmes Community College	ADN	Continuing Accreditation
Itawamba Community College	ADN	Continuing Accreditation with Conditions²
Jones County Junior College	ADN	Continuing Accreditation
Meridian Community College	ADN	Continuing Accreditation
Mississippi College	BSN	Continuing Accreditation
Mississippi Delta Community College	ADN	Continuing Accreditation
Mississippi Gulf Coast Community College	ADN	Continuing Accreditation
Mississippi University for Women	ADN BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation Full Accreditation
Northeast Mississippi Community College	ADN	Continuing Accreditation
Northwest Mississippi Community College	ADN	Continuing Accreditation
Pearl River Community College	ADN	Continuing Accreditation
Southwest Mississippi Community College	ADN	Continuing Accreditation
University of Mississippi Medical Center	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
University of Southern Mississippi	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
William Carey University	BSN MSN	Continuing Accreditation Continuing Accreditation

¹**Alcorn State University**

- **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. a. NCLEX-RN® Pass Rate **80% or above** over a three-year period; ADN program pass rate for three-year period **65.63%** (2015 – 41.94%; 2016 – 88.00%; 2017 – 87.50%).
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan progress report by 6/30/18.

²**Itawamba Community College**

- **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. b. Degree Completion Rate **60% or above** over a three-year period; ADN program degree completion rate for three-year period **56.43%** (2014/15 – 60.00%; 2015/16 – 56.89%; 2016/17 – 52.41%).

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- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/18.
- 2. **SYSTEM** – Approved for first reading the revisions to Board Policy 602 Freshman Admission Requirements for University System Institutions. (See Exhibit 1.)

FINANCE AGENDA

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. Trustee Ogletree recused himself from voting on item #2 by leaving the room before there was any discussion or vote regarding the same. After Trustee Ogletree left the room, on motion by Trustee Duff, seconded by Trustee McNair, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve items #3 - #5. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #6. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #7. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve items #8 - #9. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #10.

1. **SYSTEM** – Approved for final reading the proposed increases in resident and non-resident tuition rates at all institutions and for certain professional schools at Mississippi State University, the Mississippi University for Women, the University of Mississippi, the University of Mississippi Medical Center, and the University of Southern Mississippi effective FY 2019. (See Composite Exhibit 2.) The Board approved for final reading the proposed increases in room and board rates at all institutions effective FY 2019. (See Composite Exhibit 3.)
2. **SYSTEM** – Approved the request to renew the wind and flood property coverage for the Gulf Coast with Axis Surplus Insurance Company (Axis); Colony Insurance Company (Colony); Evanston Insurance Company (Evanston); Landmark American Insurance Company (Landmark); Hallmark Specialty Insurance Company (Hallmark); and Lloyds of London (Lloyds). Including all property values, IHL will have a total insured value for the system of \$11,466,087,821, an increase of 6% (\$640,205,723) over 2017-2018. Last year, IHL negotiated for a two-year rate guarantee with AFM, so the current agenda item is only related to USM's Gulf Coast wind and flood coverage. The total property premium for 2018-2019 will be approximately \$6,150,937, which is an increase of approximately 12% (\$681,288) from the 2017-2018 premiums. The overall premium increase is due to insuring more property values and because of a six-percent rate increase for USM's gulf coast campuses' wind and flood policy. USM's insured values on the coast increased by \$27,649,198, or almost 20%. The contract is in the second year of a two-year insurance policy which was approved by the Board and which began May 31, 2017 and will terminate May 31, 2019. This agenda item is before the Board for approval for the portion of coverage related to coastal wind and storm surge, which expires May 31, 2018. The coastal wind and storm surge coverage will be for one year and expire concurrently with the AFM policy. The term will be from May 31, 2018, to May 31, 2019. The combined premium is approximately

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\$6,150,937 for 2018-2019 but may increase or decrease through the term of the policy as universities add or decrease their insured values. The portion of this premium allocated for the wind and flood coverage is approximately \$1,339,141. Each university and the Board Office pays its respective share of the premium which is billed and paid directly between the insurance company and the insured. 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.

3. **DSU** – Approved the final request to institute a \$25 Student Activities Fee to provide an independent source of funding for the Student Government Association to expand student programming, student organizations, weekend and late-night programming, and educational speakers. The \$25 fee will be charged per semester to full-time students and pro-rated to part-time students. Students will not be charged the fee during the summer semesters. Student engagement on campus plays a critical role in retention and recruitment. The fact that this mandated fee was requested by the students is evidence of the need. The current Student Affairs budget is insufficient to accommodate the monetary needs of the more than one hundred student organizations on campus. It also limits program offerings. A Student Activities Fee will provide supplemental funding for this budget and will be administered by Student Affairs Administrators. Based on current enrollment, DSU projects this fee to generate approximately \$125,000 of new revenue annually.
4. **JSU** – Approved the final request to increase the Capital Improvement Fee from \$50 to \$52.50 per semester to provide a stable base of support for capital projects. The fee, which will be applicable to all students (resident, non-resident, on-line and on any campus), will be assessed at an hourly rate of \$4.38 for undergraduate students and at an hourly rate of \$5.83 for graduate students and will be capped at \$52.50 per term. The fee will be assessed for all academic terms starting after August 1, 2018. A list of planned uses for the total capital improvement revenue is included in the bound *May 17, 2018 Board Working File*. Based on current enrollment, JSU projects this fee to generate approximately \$733,308 of revenue annually, all of which will be recorded in the plant fund and used strictly to address facility repair needs on campus.
5. **JSU** – Approved the final request to increase the Student Activities Fee from \$10 to \$35 to provide funding for a variety of student events. The new fee will be charged per semester applicable to all students (resident, non-resident, on-line and on any campus). The fee will be assessed on undergraduate students and graduate students on a per student basis. The fee will be assessed for all academic terms starting after August 1, 2018. A breakdown of costs is included in the bound *May 17, 2018 Board Working File*.
6. **MSU** – Approved the request to enter into a Ground Lease and Sublease Agreement with the Mississippi State University Research and Technology Corporation (RTC) whereby RTC will lease 1.75 acres, more or less, of unimproved property from MSU in the Thad Cochran Research, Technology and Economic Development Park (Research Park) to construct a state-of-the-art Analytical Center for Advanced Microscopy and Microanalysis (Analytical Center). RTC will sublease the Analytical Center to MSU for use by MSU's Institute for Imaging and Analytical Technologies (I²AT). RTC recently obtained a \$1.8 million grant from the Economic Development Administration to partially fund construction of the Analytical Center. The EDA grant is expected to fund up to, but no more than, 50% of the cost to construct the facility. RTC will fund the remaining planning and construction costs and will be responsible for constructing the facility. MSU, through the Sublease Agreement, will lease the newly constructed Analytical Center from RTC. The Ground Lease grants a construction term of up to 3 years. Upon completion

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of construction and occupancy by MSU, the term of the Ground Lease will be 20 years. The Sublease Agreement term will be for a corresponding 20-year term. RTC will pay MSU \$1 per year under the Ground Lease. MSU will make an initial rent payment of \$50,000 upon occupying the new Analytical Center. Thereafter, MSU will make a monthly rent payment of \$18,000. Funds are available from self-generated 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. **MUW** – Approved for final reading a proposed out-of-state tuition waiver policy to eliminate the non-resident fee under Board Policy 702.04 Approval Process. This policy will be implemented to include out-of-state tuition waivers as authorized, effective July 1, 2012, through the amendment to Miss. Code Ann. § 37-103-25 (3) and shall be effective upon approval by IHL and MUW, with individual waivers becoming applicable as of Fall 2018. MUW has continued to charge non-resident tuition to students who are not residents of Mississippi. Students who are charged non-resident tuition may be eligible for a waiver (scholarship) that will cover this fee. In fall 2012, MUW added the following categories of non-resident waivers (scholarships): Regional – students who met requirements for initial award of regional tuition scholarship and who maintain satisfactory academic progress; West Alabama residents of Fayette, Lamar, Pickens and Tuscaloosa counties; Strategic Markets (AL) Baldwin, Jefferson, Mobile, Shelby, Walker; (TN) Fayette, Shelby, Tipton; and Children of Alumni Undergraduates. In fall 2014, MUW expanded the non-resident waivers (scholarships) to cover the following categories: Contiguous States - residents of Alabama, Arkansas, Louisiana & Tennessee; Military - All students who have active or veteran military status, including spouses & dependent children; Students Near Completion of a Degree - have earned 90 credit hours or more & been out of school for a minimum of 2 years; Children & Grandchildren of Alumni - undergraduate children/grandchildren of active members of MUW Alumni Association; and Academic Programs Mission - specific programs identified by MUW. Based on the following information, since expanding the waiver criteria, MUW has seen a 72% increase in out-of-state undergraduate and out-of-state graduate enrollment. Without the out-of-state increase, total enrollment cannot increase. This increase has not resulted in much of a net tuition gain since the waivers have been shown as a scholarship expense. Based on recent data provided to IHL, the net tuition gain from the non-resident rate was less than \$21,000 in a given year.
8. **UMMC** – Approved the request to enter into a Services Agreement with Advantage Support Services, Inc. (Advantage) to provide staff augmentation for UMMC's Sterile Processing Department (SPD) management team and technicians. UMMC's SPD services all areas at UMMC in which sterile, reusable medical/surgical supplies and equipment are cleaned (disinfected and sterilized), prepared, processed, stored, and issued for patient care. The term of the Agreement is one (1) year and thirteen (13) days, from May 18, 2018, through May 31, 2019. The total estimated cost of the Agreement is \$3,518,060 for staff augmentation for management and technicians. Fees are based upon hourly rates for the various levels of staff that may be utilized. 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 CONSENT AGENDA.)**
9. **UMMC** – Approved the request to enter into a Services Agreement (Agreement) with Aureus Nursing LLC (Aureus) to provide staff augmentation for UMMC's Sterile Processing Department (SPD) technicians. UMMC's SPD services all areas at UMMC in which sterile, reusable medical/surgical supplies and equipment are cleaned (disinfected and sterilized), prepared,

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processed, stored, and issued for patient care. The term of the Agreement is one (1) year and thirteen (13) days, beginning May 18, 2018, and ending May 31, 2019. The total contract amount is estimated to be \$2,379,680.00 for staff augmentation for SPD technicians. Fees are based upon hourly rates for the technicians. 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 CONSENT AGENDA.)**

10. **UMMC** – Approved the request to enter into a Statement of Work (SOW) with MoreDirect, Inc. d/b/a Connection for EMC Corporation to provide maintenance services on UMMC's current Avamar appliances and Data Domain storage. The Data Domain storage is UMMC's offline protected backup system that provides recoverability in the case of data corruption or loss on the primary storage device. The term of the SOW is two (2) years, beginning June 1, 2018, and ending May 30, 2020. The Master Service Agreement was effective October 16, 2017 and continues for a total term of five (5) years, including all renewals. The cost of the SOW is \$1,057,474.63 over the two (2) year term of the SOW. A breakdown of the estimated cost is included in the bound *May 17, 2018 Board Working File*. This 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. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**

INFORMATION AGENDA

Presented by Commissioner Glenn F. Boyce

FINANCE

1. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request to enter into an Assignment of Software Turnkey Agreement between Infian LLC (Infian) and ITS. The agreement will allow Infian to assign all of its rights, title, interests, and liabilities in the Software Turnkey Agreement to Quantitative Medical Systems, Inc. (Quantitative). This assignment will allow the continuance of services to be provided to UMMC under the existing Software Turnkey Agreement. The Software Turnkey Agreement provides software, services, and technical support for the Electronic Health Records (EHR) and Billing system used by UMMC's dialysis clinics. The Attorney General's staff assigned to the MS-ITS is reviewing the agreement prior to execution. The Agreement is between Infian LLC, Quantitative Medical Systems, Inc. and MS-ITS on behalf of UMMC. A copy of the approval documents is included in the bound *May 17, 2018 Board Working File*.

REAL ESTATE

2. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the April 19, 2018 Board meeting in accordance with Board Policy 904 Board Approval. **(See Exhibit 4.)**

LEGAL

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

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
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ADMINISTRATION/POLICY

4. **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. **ASU** – In accordance with accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 7, 2018, Commissioner Glenn F. Boyce approved the revisions to the FY 2018 *Ayers* academic programs budgets to align budgets to actual expenditures. It appears that these revisions were necessary to align 2018 budgets to individual program needs over the remaining months of the year. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories and between various programs. A copy of the documents is on file at the Board Office.
 - b. **JSU** – In accordance with accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 7, 2018, Commissioner Glenn F. Boyce approved the revisions to the FY 2018 *Ayers* academic programs budgets to align budgets to actual expenditures. It appears that these revisions were necessary to align 2018 budgets to individual program needs over the remaining months of the year. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories and between various programs. A copy of the documents is on file at the Board Office.
 - c. **MVSU** – In accordance with accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 7, 2018, Commissioner Glenn F. Boyce approved the revisions to the FY 2018 *Ayers* academic programs budgets to align budgets to actual expenditures. It appears that these revisions were necessary to align 2018 budgets to individual program needs over the remaining months of the year. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories and between various programs. A copy of the documents is on file at the Board Office.
 - d. **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 May 2, 2018, Commissioner Glenn F. Boyce approved the request to enter into a Lease Agreement with Mississippi Methodist Hospital and Rehabilitation Center (MMRC) for the lease of approximately 1,545 square feet of office and clinic space at a cost of \$2,446.25 per month to be paid in monthly installments in advance. The IHL

**MINUTES OF THE BOARD OF TRUSTEES OF
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Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

- e. **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.” On May 8, 2018, Commissioner Glenn F. Boyce approved the request to enter into a Lease Agreement with the University of Southern Mississippi Research Foundation for approximately 764 square feet of office space on the USM Gulf Park Campus. This is a month-to-month lease at an annual cost of \$500. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- 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.” On May 8, 2018, Commissioner Glenn F. Boyce approved Addendum #2 to the Exclusive Dry Lease Agreement with Foundation Aviation Holdings, LLC for the use of an airplane owned by Foundation Aviation. The original Lease Agreement and Addendum #1 were executed in November 2008 following Board approval of same. This 2nd Addendum seeks to amend the term of the agreement, as well as payment obligations of USM. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- g. **SYSTEM** – On April 24, 2018, Commissioner Glenn F. Boyce reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning January 1, 2018 and ending March 31, 2018. 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.
- h. **SYSTEM** – In accordance with Board Policy 401.0103 Salaries and Compensation, each institution is required to submit an annual report of the additional compensation paid to selected employees. Additional compensation includes any institutional pay outside of an employee’s regular contract rate. This could include additional pay for items such as teaching overloads, performing additional duties, athletic camp service, etc. On April 24, 2018, Commissioner Glenn F. Boyce approved the submitted report. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of the report will be maintained in the IHL Department of Finance and Administration for review.
- i. **SYSTEM** - In accordance with Board Policy 702.03 Approval of Tuition, Fees, and Other Student Charges, each institution is required to submit a report of their annual participation/optional fees to the Board through guidelines established by the Commissioner’s Office. Participation/Optional Fees are defined in Board Policy 702.02 Definitions as assessments for “supplies, activities, or services made available to students or as fines for misconduct, violation of institutional policy, or violation of contractual agreements”. The fees became effective July 1, 2017 and remains in effect throughout the fiscal year ending June 30, 2018. On April 24, 2018, Commissioner Glenn F. Boyce approved the 2018 Participation and Optional Fees Report. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of this report will be maintained in the IHL Department of Finance and Administration for review.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 17, 2018**

**HEALTH AFFAIRS
COMMITTEE REPORT**

Wednesday, May 16, 2018

The meeting was called to order by Chairman Ford Dye at approximately 4:00 p.m. The following items were discussed.

1. The Committee received an overview of UMMC activities from Dr. LouAnn Woodard, Vice Chancellor of Health Affairs. **No action was taken.**
2. Executive Session
On motion by Trustee Hooper, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Morgan, seconded by Trustee Duff, 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 one set of strategic business plans related to a public hospital.
Discussion of a second set 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.**
On motion by Trustee Lamar, seconded by Trustee Duff, all trustees legally present and participating voted unanimously to return to open session.
3. The Committee received an update on the helicopter program. **No action was taken.**
4. The Committee received a clinical quality update. **No action was taken.**
5. The Committee received an update on the Children's Hospital Expansion Project. **No action was taken.**
6. On motion by Trustee Starr, seconded by Trustee Duff, with Trustee Dye absent and not voting, all Trustees legally present and participating voted unanimously to adjourn.

The following Committee members were present for the first half of the meeting: Dr. Ford Dye (Chair), Dr. Steven Cunningham, Mr. Tom Duff, Mr. Shane Hooper, Ms. Ann Lamar, Mrs. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. Walt Starr.

ANNOUNCEMENTS

- President Hooper announced that the next Board meeting would be June 21, 2018 at the IHL Board Office in Jackson, MS.
- President Hooper invited the university presidents to report on current activities on their campuses.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 17, 2018**

EXECUTIVE SESSION

On motion by Trustee Lamar, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee McNair, seconded by Trustee Cunningham, with Trustees Duff, Morgan, and Parker 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 a personnel matter at Mississippi University for Women and
Discussion of two personnel matters at Alcorn State University.

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

On motion by Trustee Starr, seconded by Trustee McNair, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve a salary of \$245,000 with \$215,000 paid from state funds and \$30,000 as a foundation supplement to Ms. Nora Millers during her tenure as Acting President of Mississippi University for Women beginning July 1, 2018.

On motion by Trustee Dye, seconded by Trustee Cunningham, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to appoint Dr. Donzell Lee, Provost and Vice President of Academic Affairs at Alcorn State University, as the Interim President of Alcorn State university at a salary of \$250,000 with \$215,000 paid from state funds and \$35,000 as a foundation supplement effective July 1, 2018 for the duration of his tenure as interim president.

On motion by Trustee Dye, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to deny the request to review the termination of Dr. Sam Aceil at Alcorn State University.

On motion by Trustee McNair, seconded by Trustee Lamar, all Trustees legally present and participating voted unanimously to return to Open Session.

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Morgan, seconded by Trustee Dye, 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

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
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EXHIBITS

- Exhibit 1 Approval for first reading of the revisions to Board Policy 602 Freshman Admission Requirements for University System Institutions
- Composite Exhibit 2 Proposed increases in resident and non-resident tuition rates at all institutions and for certain professional schools at Mississippi State University, the Mississippi University for Women, the University of Mississippi, the University of Mississippi Medical Center, and the University of Southern Mississippi effective FY 2019 for first reading.
- Composite Exhibit 3 Proposed increases to the Room and Board rates for all institutions effective FY 2019 for first reading.
- Exhibit 4 Real Estate items that were approved by the IHL Board staff subsequent to the April 19, 2018 Board meeting.
- Exhibit 5 Report of the payment of legal fees to outside counsel.

EXHIBIT 1

May 17, 2018

SYSTEM – APPROVAL FOR FIRST READING OF PROPOSED AMENDMENTS TO BOARD POLICY SECTION 602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning.

A. HIGH SCHOOL COURSE REQUIREMENTS BEGINNING WITH STUDENTS ENTERING IN FALL 2022

(College Preparatory Curriculum)

Subject Area	Required¹ Carnegie Units and Content/Remarks		Recommended² Carnegie Units and Content/Remarks	
English	4	<i>All Units must require substantial communication skills (i.e. reading, writing, listening, and speaking). Compensatory Reading and Compensatory Writing may not be included.</i>	4	<i>All Units must require substantial communication skills (i.e. reading, writing, listening, and speaking). Compensatory Reading and Compensatory Writing may not be included.</i>
Mathematics	3 4	<i>Algebra I or its equivalent Math higher than Algebra I (2 units)</i>	4	<i>Algebra I or its equivalent Math higher than Algebra I (3 units)</i>
Science	3	<i>Biology I or its equivalent Science higher than Biology I (2 units)</i>	4	<i>Biology I or its equivalent Science higher than Biology I (3 units)</i>
Social Studies	3 3½	<ul style="list-style-type: none"> • U.S. History • World History • U.S. Government (½ unit) • Economics (½ unit) or Introduction to World Geography (½ unit) <p><u>Units must include integrated courses of social sciences and humanities promoting civic competence</u></p>	4	<ul style="list-style-type: none"> • U.S. History • World History • U.S. Government (½ unit) • Economics (½ unit) • Introduction to World Geography (½ unit) • Mississippi Studies (or state/local government course in any other state) <p><u>Units must include integrated courses of social sciences and</u></p>

EXHIBIT 1

May 17, 2018

Subject Area	Required ¹ Carnegie Units and Content/Remarks		Recommended ² Carnegie Units and Content/Remarks	
				<u>humanities promoting civic competence</u>
Arts	1	<i>Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</i>	1	<i>Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</i>
Advanced Electives	2	<ul style="list-style-type: none"> • Option 1: Foreign Language I and Foreign Language II • Option 2: Foreign Language I and <u>Advanced World Geography one unit from Option 3</u> • Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course <u>(1) Any combination of advanced electives above the required Carnegie units in: (a) English, math, science, computer science and/or (b) any Advanced Placement (AP), Academic or Career and Technical Dual Credit (DC), International Baccalaureate (IB) or Advanced International Certificate of Education (AICE) course. (2) Completion of any two-year Career and</u> 	2	<ul style="list-style-type: none"> • Option 1: Foreign Language I and Foreign Language II • Option 2: Foreign Language I and <u>Advanced World Geography one unit from Option 3</u> • Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course <u>(1) Any combination of advanced electives above the required Carnegie units in: (a) English, math, science, computer science and/or (b) Advanced Placement (AP), Academic or Career and Technical Dual Credit (DC), International Baccalaureate (IB) or Advanced International Certificate of Education (AICE) course. (2) Completion of any two-year Career and</u>

EXHIBIT 1

May 17, 2018

Subject Area	Required ¹ Carnegie Units and Content/Remarks		Recommended ² Carnegie Units and Content/Remarks	
		<u>Technical course may count as one unit.</u> <u>Example: completion of both Health Sciences I & II will count as an advanced elective.</u>		<u>count as one unit.</u> <u>Example: completion of both Health Sciences I & II will count as an advanced elective.</u>
<u>Technology or Computer Science</u>	$\frac{1}{2}$ <u>1</u>	<i>A technology course emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.</i> <i>A computer science course emphasizes computational thinking to solve problems. Courses will involve the study of computers and algorithmic processes, including their principles, their hardware and software designs, their applications, and their impact on society and should include focus on one or more of the following core concepts: computing systems, networks and the internet, data and analysis, algorithms and programming, and impacts of computing. Course equivalent or additional advanced elective may be acceptable for non-Mississippi residents.</i>		
<u>Pre-High School Units</u>	<i>Courses taken prior to high school will be accepted for admission provided the course earns Carnegie credit and the content is the same as the high school course.</i>			
<u>Substitutions</u>	<i>Advanced Placement (AP) and International Baccalaureate (IB) courses can be substituted for each requirement in the College Preparatory Curriculum. <u>Advanced Placement (AP), International Baccalaureate (IB), Academic or Career Technical Dual Credit (DC), and Advanced International Certificate of Education (AICE) courses may be substituted for each requirement in the College Preparatory Curriculum</u></i>			
<u>Course Acceptance</u>	<u>A course may not be used to satisfy more than one requirement.</u>			
<u>Total Carnegie Units</u>	16.5 <u>18 ½</u>		19.5 <u>20</u>	

¹High School Carnegie units **required for regular admission** to an IHL institution

²Recommended high school Carnegie units to enhance preparedness for college-level work

EXHIBIT 1

May 17, 2018

The Required and Recommended College Preparatory Curricula (CPC) are approved by the IHL Board of Trustees, ~~and the IHL Office of Academic and Student Affairs maintains a complete list of courses that can be used to satisfy the CPC requirements.~~ The Mississippi Department of Education maintains the MDE Secondary Course Manual with CPC Classifications.

HIGH SCHOOL COURSE REQUIREMENTS THROUGH SUMMER 2022

The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning.

The minimum REQUIRED CPC for full admission into a Mississippi public university is as follows:	The minimum RECOMMENDED CPC for full admission into a Mississippi public university is as follows:
English: 4 Carnegie units <ul style="list-style-type: none"> All must require substantial communication skills (i.e., reading, writing, listening, and speaking). Compensatory Reading and Writing may not be included. 	English: 4 Carnegie units <ul style="list-style-type: none"> All must require substantial communication skills (i.e., reading, writing, listening, and speaking). Compensatory Reading and Writing may not be included.
Mathematics: 3 Carnegie units <ul style="list-style-type: none"> Algebra I or its equivalent Math higher than Algebra I (2 units) 	Mathematics: 4 Carnegie units <ul style="list-style-type: none"> Algebra I or its equivalent Math higher than Algebra I (3 units)
Science: 3 Carnegie units <ul style="list-style-type: none"> Biology I or its equivalent Science higher than Biology I (2 units) 	Science: 4 Carnegie units <ul style="list-style-type: none"> Biology I or its equivalent Science higher than Biology I (3 units)
Social Studies: 3 Carnegie units <ul style="list-style-type: none"> U.S. History World History U.S. Government (½ unit) Economics (½ unit) or Introduction to World Geography (½ unit) 	Social Studies: 4 Carnegie units <ul style="list-style-type: none"> U.S. History World History U.S. Government (½ unit) Economics (½ unit) Introduction to World Geography (½ unit) Mississippi Studies (or state/local government course in any other state)
Arts: 1 Carnegie unit <ul style="list-style-type: none"> Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation. 	Arts: 1 Carnegie unit <ul style="list-style-type: none"> Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.
Advanced Electives: 2 Carnegie units <ul style="list-style-type: none"> Option 1: Foreign Language I and Foreign Language II Option 2: Foreign Language I and Advanced World Geography Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course 	Advanced Electives: 2 Carnegie units <ul style="list-style-type: none"> Option 1: Foreign Language I and Foreign Language II Option 2: Foreign Language I and Advanced World Geography Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course

EXHIBIT 1

May 17, 2018

The minimum REQUIRED CPC for full admission into a Mississippi public university is as follows:	The minimum RECOMMENDED CPC for full admission into a Mississippi public university is as follows:
<p>Technology: ½ Carnegie unit</p> <ul style="list-style-type: none"> A course that emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course. 	<p>Technology: ½ Carnegie unit</p> <ul style="list-style-type: none"> A course that emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.
Total Carnegie units: 16½	Total Carnegie units: 19½
<p>Notes:</p> <ul style="list-style-type: none"> Pre-High School units: Courses taken prior to high school will be accepted for admission provided the course earns Carnegie credit and the content is the same as the high school course. Substitutions: Advanced Placement (AP) and International Baccalaureate (IB) courses can be substituted for each requirement in the College Preparatory Curriculum. Course Acceptance: A course may not be used to satisfy more than one requirement. 	

COMPOSITE EXHIBIT 2



FY 2019 Resident Tuition Request

Institution	Approved		Requested	
	FY 2018		FY 2019	Change
ASU	\$	6,878	\$ 7,084	\$ 206
DSU		6,739	7,076	337
JSU		7,501	7,876	375
MSU		8,208	8,540	332
MUW		6,514	6,840	326
MVSU		6,402	6,530	128
UM		8,190	8,550	360
USM		8,108	8,514	406
SYSTEM AVERAGE		7,318	7,626	309
UMMC		8,268	8,433	165

COMPOSITE EXHIBIT 2



FY 2019 Non-Resident Tuition Request

Institution	Approved		Requested	
	FY 2018		FY 2019	Change
ASU	\$	6,878	\$ 7,084	\$ 206
DSU		6,739	7,076	337
JSU		18,194	19,104	910
MSU		22,248	23,140	892
MUW		18,055	6,840	(11,215)
MVSU		6,402	6,530	128
UM		23,454	24,504	1,050
USM		10,108	10,514	406
SYSTEM AVERAGE		14,010	13,099	(911)
UMMC		24,246	24,731	485

COMPOSITE EXHIBIT 2



FY 2019 Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
MSU			
Veterinary Medicine	\$ 26,099	\$ 26,099	\$ -
Master of Physician Assistant	-	29,900	29,900
MUW			
MBA (36 hour program)	13,028	8,900	(4,128)
RN to BSN (3 semesters: Fall, Spring & Summer)	9,771	8,780	(991)
USM			
Certified Reg. Nurse Anesthesia (3 semesters: Fall, Spring & Summer)	22,830	23,972	1,142

COMPOSITE EXHIBIT 2



FY 2019 Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
UM			
School of Law (JD)	\$ 15,882	\$ 16,550	\$ 668
Masters of Laws Program Air & Space Law	22,110	22,110	-
MBA	13,500	14,580	1,080
School of Pharmacy: Pre-Pharm, EE1, EE2, & EE3	12,870	13,230	360
School of Pharmacy: P1 & P2	23,652	25,308	1,656
School of Pharmacy: P3 & P4	25,518	27,304	1,786
Accountancy Graduate Programs	8,694	9,554	860
Other Online Degree Programs of Study (rate per credit hour)	-	465	465

COMPOSITE EXHIBIT 2



FY 2019 Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
UMMC			
School of Graduate Studies in the Health Sciences	\$ 8,268	\$ 8,433	\$ 165
School of Dentistry	29,523	30,113	590
School of Medicine	29,552	30,143	591
School of Physical Therapy	19,299	19,685	386
Doctor of Occupation Therapy	14,332	19,685	5,353
Doctor of Health Administration	14,332	14,619	287

COMPOSITE EXHIBIT 2



FY 2019 Non-Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
MSU			
Veterinary Medicine	\$ 47,299	\$ 47,299	\$ -
Master of Physician Assistant	-	54,900	54,900
MUW			
MBA (36 hour program)	36,110	8,900	(27,210)
RN to BSN (3 semesters: Fall, Spring & Summer)	9,771	8,780	(991)
USM			
Certified Reg. Nurse Anesthesia (3 semesters: Fall, Spring & Summer)	28,830	29,972	1,142

COMPOSITE EXHIBIT 2



FY 2019 Non-Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
UM			
School of Law (JD)	\$ 35,254	\$ 36,612	\$ 1,358
Masters of Laws Program Air & Space Law	21,990	22,110	120
MBA	32,067	33,991	1,924
School of Pharmacy: Pre-Pharm, EE1, EE2, & EE3	29,334	30,384	1,050
School of Pharmacy: P1 & P2	47,664	51,000	3,336
School of Pharmacy: P3 & P4	51,522	55,129	3,607
Accountancy Graduate Programs	23,958	25,508	1,550
Other Online Degree Programs of Study (rate per credit hour)	-	465	465

COMPOSITE EXHIBIT 2



FY 2019 Non-Resident Tuition Request – Professional Schools

	Approved		Requested		
	FY 2018		FY 2019		Change
UMMC					
School of Graduate Studies in the Health Sciences	\$	24,246	\$	24,731	\$ 485
School of Dentistry		69,357		70,744	1,387
School of Medicine		69,584		70,976	1,392
School of Physical Therapy		40,746		41,561	815
Doctor of Occupation Therapy		40,150		41,561	1,411
Doctor of Health Administration		40,150		40,953	803

COMPOSITE EXHIBIT 3



FY 2019 Student Room Rate Request

Average ANNUAL Student Room Rates

Institution		Approved	Requested	
		FY 2018	FY 2019	Change
		Average Charge	Average Charge	
ASU	double occupancy	\$ 6,070	\$ 6,313	\$ 243
DSU	double occupancy	4,414	4,414	-
JSU	double occupancy	5,563	5,783	275
MSU*	double occupancy	5,983	6,222	239
MUW	double occupancy	4,159	4,304	146
MVSU	double occupancy	4,537	4,537	-
UM	double occupancy	5,561	5,642	81
USM*	double occupancy	5,187	5,357	169
ALL AVERAGE	double occupancy	5,184	5,321	144

**FY 2017 - FY 2018 approved rate averages adjusted for facilities added or taken offline*

COMPOSITE EXHIBIT 3



FY 2019 Student Board Rate Request

ANNUAL Student Board Rates

Most expensive meal plan options offered by institution are reflected

Institution	Approved		Requested	
	FY 2018		FY 2019	Change
ASU	\$ 3,168	\$	3,295	\$ 127
DSU	3,170		3,280	110
JSU	3,589		3,769	180
MSU	3,781		3,920	139
MUW	2,971		3,120	149
MVSU	3,506		3,506	-
UM	3,922		4,056	134
USM	4,310		4,500	190
ALL Average - all plans	3,552		3,681	129

EXHIBIT 4

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SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE APRIL 19, 2018 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– GS 101-310 – Faculty Housing

NOTE: This is a Bureau of Building project

APPROVAL Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Architecture South, P.A.

Approval Status & Date: APPROVED, April 13, 2018

Project Initiation Date: April 20, 2017

Design Professional: Architecture South, P.A.

General Contractor: TBD

Total Project Budget: \$10,000,000.00

JACKSON STATE UNIVERSITY

2. JSU– GS 103-281 – Alexander Center Renovation PH II – Elevator Replacement

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$16,560.00 and zero (0) additional days to the contract of Fountain Construction Company. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, April 3, 2018

Change Order Description: Change Order #3 includes the following items: replaced the existing metal treads on two (2) penthouse ships ladders; and replaced four (4) inoperable elevator car exhaust fans.

Change Order Justification: These changes were done to meet the current codes and requirements for access up to the two (2) elevator penthouses; and the original existing car exhaust fans were not working & unable to be repaired due their age and condition.

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Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$87,009.60.

Project Initiation Date: February 18, 2016

Design Professional: Foil & Wyatt Architects

General Contractor: Fountain Construction Company

Total Project Budget: \$1,650,000.00

3. **JSU – GS 103-283 – Campus Mechanical Project**

NOTE: This is a Bureau of Building project

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Engineering Resource Group, Inc.

Approval Status & Date: APPROVED, April 5, 2018

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, April 5, 2018

Approval Request #3: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$2,434,000.00 to the apparent low bidder, McLain Plumbing & Electrical Services, Inc.

Approval Status & Date: APPROVED, April 9, 2018

Project Initiation Date: August 21, 2014

Design Professional: Engineering Resource Group, Inc.

General Contractor: McLain Plumbing & Electrical Services, Inc.

Total Project Budget: \$5,053,735.76

MISSISSIPPI STATE UNIVERSITY

4. **MSU– IHL 205-290 – Painting and Carpeting of Ruby Hall**

Approval Request #1: Waiver of Schematic Design & Design Development Documents

Board staff approved the Waiver of Schematic Design & Design Development Documents.

Approval Request #2: Contract Documents

Board staff approved Contract Documents as submitted by Architecture South, P.A.

Approval Status & Date: APPROVED, April 9, 2018

Approval Request #3: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, April 9, 2018

Project Initiation Date: March 22, 2018

Design Professional: Architecture South, P.A.

General Contractor: TBD

Total Project Budget: \$1,597,740.00

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MISSISSIPPI UNIVERSITY FOR WOMEN

5. MUW– IHL 104-189 – Physical Plant Warehouse/Office Facility

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$12,500.00 and fourteen (14) additional days to the contract of Worsham Brothers Construction, LLC. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, April 9, 2018

Change Order Description: Change Order #2 includes the following items: added a 3 hour fire wall at the physical plant office and fourteen days to the contract.

Change Order Justification: This change was necessary for the building upgrade to add this fire wall due to changes in requirements or recommendations; 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 \$63,169.15.

Project Initiation Date: October 17, 2013

Design Professional: Major Design Studio, PLLC

General Contractor: Worsham Brothers Construction, LLC.

Total Project Budget: \$1,059,550.00

MISSISSIPPI VALLEY STATE UNIVERSITY

6. MVSU – GS 106-253 – College Hall I Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Pryor & Morrow Architects & Engineers, P.A.

Approval Status & Date: APPROVED, March 28, 2018

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, March 28, 2018

Project Initiation Date: May 15, 2014

Design Professional: Pryor & Morrow Architects & Engineers, P.A.

General Contractor: TBD

Total Project Budget: \$9,250,200.00

7. MVSU– GS 106-258 – Academic Skills TI

APPROVAL Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Architecture South, P.A.

Approval Status & Date: APPROVED, March 29, 2018

Project Initiation Date: May 18, 2017

Design Professional: Architecture South, P.A.

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General Contractor: TBD

Total Project Budget: \$3,500,000.00

UNIVERSITY OF MISSISSIPPI

8. UM – GS 107-308 – Union Addition & Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #13

Board staff approved Change Order #13 in the amount of \$226,271.00 and twenty-two (22) 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, May 1, 2018

Change Order Description: Change Order #13 includes the following items: provided emergency power to the ballroom shades; added fire alarm devices to monitor the dry pipe system at the loading dock; added a backflow preventer enclosure for freeze protection; added a fire alarm connection for four (4) elevators; relocated and changed the mop sink for a mop sink storage cabinet; cut the spread-footing to install PH 3 elevator jack holes; added concrete curb for the curtainwall; changed the loading dock floor sealer; replaced bricks as needed and raised the weeps/thru – wall flashing to allow for roofing installation to be completed at the mechanical penthouse; saw cut and removed portions of the existing concrete masonry unit, formed & reinforced the pour cells; installed structural steel supports and cleaned the areas; installed thru-wall flashing at the low roof in PH 3; and twenty-two (22) days to the contract.

Change Order Justification: These changes were necessary due to changes in requirements of recommendations by governmental agencies; 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: Thirteen (13) change orders for a total amount of \$2, 712,424.00.

Project Initiation Date: August 18, 2011

Design Professional: Eley Guild Hardy Architects – Jackson, P.A.

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$60,569,673.43

Total Project Budget: \$60,900,000.00

9. UM– GS 107-314 - Garland Hedleston Mayes Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$93,729.64 and sixty-seven (67) additional days to the contract of Century Construction & Realty, P.A.

Approval Status & Date: APPROVED, April 3, 2018

Change Order Description: Change Order #2 includes the following items: provided interior perimeter joint sealant at the steel windows; provided a site communication's pull box; changed the paint primer at the new plaster and gypsum wall surfaces; provided

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bottle fillers and associated modifications at each floor of Mayes Hall; provided stainless steel drip flashing; and sixty-seven (67) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$393,909.64.

Project Initiation Date: January 19, 2012

Design Professional: JH&H Architects/Planners/Interiors, P.A.

General Contractor: Century Construction & Realty, P.A.

Total Project Budget: \$23,500,000.00

10. UM – IHL 207-408 – Natural Products Phase III

Approval Request #3: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$1,336,700.00 to the apparent low bidder, Hills Construction, LLC.

Approval Status & Date: APPROVED, March 23, 2018

Project Initiation Date: October 15, 2015

Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers, P.A.

General Contractor: Hills Construction, LLC

Total Project Budget: \$1,600,000.00

11. UM– IHL 207-415 - Golf Practice Facility Renovation

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$12,000.00 and five (5) additional days to the contract of Duininck Golf, INC.

Approval Status & Date: APPROVED, April 27, 2018

Change Order Description: Change Order #1 includes the following items: additional .96 acres were cleared & grubbed on the short course area; and five (5) days to the contract.

Justification: These changes were due to 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 \$12,000.00.

Project Initiation Date: February 18, 2016

Design Professional: Pryor Morrow PC

General Contractor: Duininck Golf, Inc.

Total Project Budget: \$3,198,500.00

12. UM– IHL 207-421 – Jackson Avenue Center Safe Room

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$960,800.00 to the apparent low bidder, CIG Contractors, Inc.

Approval Status & Date: APPROVED, March 29, 2018

Approval Request #2: Change Order #1

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Board staff approved Change Order #1 in the amount of \$1,266.00 and four (4) additional days to the contract of CIG Contractors, Inc.

Approval Status & Date: APPROVED, April 5, 2018

Change Order Description: Change Order #1 includes the following items: removed the abandoned 8" ductile iron water pipe found under the new foundation; and four (4) days to the contract.

Change Order Justification: This change was due to latent job site conditions; and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$1,266.00.

Project Initiation Date: August 18, 2016

Design Professional: Shafer & Associates

General Contractor: CIG Contractors, Inc.

Total Project Budget: \$1,257,400.00

13. UM– IHL 207-435 - Guyton Drive Modifications

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$8,416.20 and zero (0) additional days to the contract of DC Services, LLC.

Approval Status & Date: APPROVED, April 3, 2018

Change Order Description: Change Order #1 includes the following items: add an additional valve and line stop for the new water lines; a credit to change the location of the hot tap from the middle of the road to the north of the sidewalk.

Justification: These changes were due to errors & omissions in the plans & specifications; and latent job site conditions.

Approval Request #2: Change Order #2

Change Order Description: Change Order #2 includes the following items: changed the alignment of the walkway and made the vehicular lane a consistent length by adding an additional 48 linear feet of walkway and additional asphalt to widen the street 48 linear feet.

Justification: These changes were due to latent job site conditions.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$12,000.00.

Project Initiation Date: May 18, 2017

Design Professional: A2H, PLLC

General Contractor: DC Services, LLC

Total Project Budget: \$1,257,400.00

14. UM– IHL 207-439 - Crosby Hall HVAC Upgrades

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$16,362.50 and zero (0) additional days to the contract of Upchurch Plumbing, Inc.

Approval Status & Date: APPROVED, April 27, 2018

Change Order Description: Change Order #1 includes the following items: HVAC controls allowance reconciliation.

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Justification: These changes were due to user/owner requested modifications.
Total Project Change Orders and Amount: One (1) change order for a total amount of \$16,362.50
Project Initiation Date: November 16, 2017
Design Professional: Corbett Legge & Associates, PLLC
General Contractor: Upchurch Plumbing, Inc.
Total Project Budget: \$2,800,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

15. UMMC– GS 109-223 – Clinical Research Unit

NOTE: This is a Bureau of Building project

Approval Request #3: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$4,780,000.00 to the apparent low bidder, Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, March 22, 2018

Project Initiation Date: May 18, 2017

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$7,500,000.00

16. UMMC– IHL 209-555 - Children's of Mississippi Expansion

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.

Approval Status & Date: APPROVED, April 27, 2018

Change Order Description: Change Order #1 includes the following items: build-out of MRI shell space; a catwalk above the operating rooms; and a mudslab in the subbasement.

Justification: These changes were due to user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$0.00.

Project Initiation Date: April 21, 2016

Design Professional: HDR Architecture

General Contractor: Brasfield & Gorrie General Contractors

Total Project Budget: \$180,000,000.00

17. UMMC – IHL 209-562 – Reroof Pavilion

Approval Request #3: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$1,336,200.00 to the apparent low bidder, Roofing Solutions, LLC.

Approval Status & Date: APPROVED, February 28, 2018

Project Initiation Date: October 19, 2017

Design Professional: Dean & Dean Architects

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General Contractor: Roofing Solutions, LLC

Total Project Budget: \$1,600,000.00

18. UMMC– IHL 209-559 – School of Population Health

APPROVAL Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Foil Wyatt Architects Planners, PLLC.

Approval Status & Date: APPROVED, February 22, 2018

Project Initiation Date: May 18, 2017

Design Professional: Foil Wyatt Architects Planners, PLLC

General Contractor: TBD

Total Project Budget: \$5,000,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

19. USM– GS 108-281 – Greene Hall Renovations

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the credit amount of \$407,796.29 and zero additional days to the contract of B.W. Sullivan Building Contractor.

Approval Status & Date: APPROVED, April 13, 2018

Change Order Description: Change Order #2 includes the following items: credit associated with plan revisions; additional conduits for communication; and additional gas utility work.

Change Order Justification: These changes were due to user-requested plan revisions necessitated to align with academic reorganization; new conduits were required to re-route the existing communication lines through the building; and existing underground natural gas piping lines were replaced with new piping to coincide with current standards.

Total Project Change Orders and Amount: Two (2) change orders for a total credit amount of \$389,635.63.

Project Initiation Date: September 18, 2014

Design Professional: Allred Architectural Group

General Contractor: B.W. Sullivan Building Contractor

Total Project Budget: \$13,000,000.00

20. USM– GS 110-097 – Campus Repairs & Renovations

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$117,991.47 and thirty-four (34) additional days to the contract of J.W. Puckett & Company, Inc.

Approval Status & Date: APPROVED, April 3, 2018

Change Order Description: Change Order #1 includes the following items: relocated the fire main; relocated the communications room; installed LED light fixtures; and thirty-four (34) days to the contract.

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Change Order Justification: These changes were due to user/owner requested modifications; and work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$117,991.47.

Project Initiation Date: October 15, 2015

Design Professional: Allred Architectural Group

General Contractor: J.W. Puckett & Company, Inc.

Total Project Budget: \$2,144,736.72

EXHIBIT 5

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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 Brunini, PLLC (statements dated 4/2/18 and 4/23/18) from the funds of Mississippi State University. (These statements, in the amounts of \$450.00 and \$900.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 1,350.00

Payment of legal fees for professional services rendered by Butler Snow (statement dated 4/6/18) from the funds of Mississippi State University. (This statement, in the amount of \$1,838.76, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 1,838.76

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 4/1/18) from the funds of Mississippi State University. (This statement, in the amount of \$2,590.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 2,590.00

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 4/2/18) from the funds of Mississippi State University. (This statement, in the amount of \$1,617.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,617.00

Payment of legal fees for professional services rendered by Butler Snow (statement dated 3/20/18) from the funds of the University of Mississippi. (This statement, in the amount of \$2,253.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 2,253.50

Payment of legal fees for professional services rendered by Ware Immigration (five statements, each dated 3/1/18) from the funds of the University of Mississippi. (These statements, in the amounts of \$65.89, \$24.17, \$23.19, \$31.04, and \$133.58, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 277.87

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Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 2/13/18 and 2/28/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,295.23 and \$4,502.50, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 6,797.73

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statement dated 3/15/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$121.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 121.50

Payment of legal fees for professional services rendered by Jeffrey P. Reynolds, PA (statement dated 1/31/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$3,013.24, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 3,013.24

Payment of legal fees for professional services rendered by Page Kruger and Holland (two statements, each dated 3/9/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$379.50 and \$308.50, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 688.00

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (statement dated 2/6/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$499.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 499.50

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 2/23/18 and 3/1/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,223.70 and \$3,929.97 respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 6,153.67

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Payment of legal fees for professional services rendered by Watkins and Eager, PLLC (two statements, each dated 3/29/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$366.00 and \$3,364.05, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 3,730.05

Payment of legal fees for professional services rendered by Whitfield Law Group, PLLC (statements dated 3/8/18, 4/4/18, and 4/4/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$254.80, \$608.90 and \$852.20, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,715.90

Payment of legal fees for professional services rendered by Butler Snow (statements dated 3/23/18 and 4/16/18) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$623.90 and \$1,032.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,656.40

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 1/18/18, 4/1/18 and 4/1/18) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$1,232.50, \$30.53, and \$1,500.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 2,763.03

Legal fees approved for payment to outside counsel in relation to intellectual property matters:

Payment of legal fees for professional services rendered by Butler Snow (statements dated 8/31/17, 9/29/17, 10/17/17, 10/17/17, 3/20/18, 3/14/18, 3/14/18 and 3/14/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Kim-Listeria and Salmonella Assay Methods and Kits MSU 2014.0918 Non-Provisional” - \$432.00; “Silicon Carbide and Related Wide-Bandgap Transistors on Semi-Insulating Epitaxy for High-Speed, High-Power Applications” - \$1,850.00; “Occidiofungin Patent Applications” - \$336.00; “Live Attenuated Edwardsiella ictaluri Vaccine and Method of Using Same” - \$192.00; “Kim-Listeria and Salmonella Assay Methods and Kits MSU 2013.0918 Non-Provisional” - \$885.00; “Cancer Therapeutic Use of Occidiofungin” – \$815.21; “Recombinant Fimbrial Protein of Aeromonas hydrophila as vaccine in catfish” – \$420.00; and “Systems and Methods for pest Reduction” - \$240.00, respectively.)

TOTAL DUE.....\$ 5,170.21

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Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (five statements, each dated 4/9/18) from the funds of Mississippi State University (These statements represent services and expenses in connection with the following patents: “Occidiofungin, A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - \$2,180.75; “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - \$2,021.75; “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - \$48.75; “A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - \$2,531.25; and “Occidiofungin Formations and Uses Thereof” - \$1,588.75.)

TOTAL DUE.....\$ 8,371.25

Payment of legal fees for professional services rendered by Stites & Harbison (three statements, each dated 3/28/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Extruder Device” - \$2,666.00; “Methods of Synthesizing Graphene from a Lignin Source” - \$38.00; and “Synthesizing Graphene Materials” - \$28.50.)

TOTAL DUE.....\$ 2,732.50

Payment of legal fees for professional services rendered by Armstrong Teasdale (statements dated 11/27/17, 11/27/17, 2/21/18, 2/21/18, 2/21/18, 2/21/18, 2/21/18, and 2/21/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Systems and Methods for Preparing Solid Lipid Nanoparticles” - \$53.83; “Systems and Methods for Detecting Transient Acoustic Signals” - \$36.12; “Systems and Methods for Detecting Transient Acoustic Signals” - \$270.28; “Systems and Methods for Detecting Transient Acoustic Signals” - \$315.98; “Laser Multi-Beam Differential Interferometric Sensor and Methods for Vibration Imaging” - \$1,400.14; “Laser Multi-Beam Differential Interferometric Sensor and Methods for Vibration Imaging” - \$651.68; “Laser Multi-Beam Differential Interferometric Sensor and Methods for Vibration Imaging” - \$455.00; and “Systems and Methods for Preparing Solid Lipid Nanoparticles” - \$77.24)

TOTAL DUE.....\$ 3,260.27

Payment of legal fees for professional services rendered by HersHKovitz & Associates (statements dated 1/22/18, 1/22/18, 1/22/18, 1/22/18, 1/26/18, 2/12/18, 2/12/18, 2/13/18, 3/9/18, 3/12/18, 3/12/18, 3/13/18 and 3/16/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$822.69; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$641.29; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$1,009.25; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$542.27; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$807.47; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$1,068.43;

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“Potent Immunostimulants from Microalga” - \$517.30; “Highly Selective Sigma Receptor Ligands” - \$1,100.00; “Highly Selective Sigma Receptor Ligands and Radioglands as Probes in Nociceptive Processing and the Pathphysiological Study of Memory Deficits and Cognitive Disorders” - \$1,230.00; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$341.68; “Compositions for Preventive/Prophylactic Treatment of Poison Ivy Dermatitis” - \$1,330.00; “Highly Selective Sigma Receptor Ligands and Radioglands as Probes in Nociceptive Processing and the Pathphysiological Study of Memory Deficits and Cognitive Disorders” - \$1,047.00; and “Highly Selective Sigma Receptor Ligands and Radioglands as Probes in Nociceptive Processing and the Pathphysiological Study of Memory Deficits and Cognitive Disorders” - \$1,659.00, respectively.)

TOTAL DUE.....\$ 12,116.38

Payment of legal fees for professional services rendered by Stites & Harbison (three statements, each dated 2/14/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Gas Separating Membranes: - \$540.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$161.50; and “Stabilized Formulation of Triamcinolone Acetonide” - \$3,330.00.)

TOTAL DUE.....\$ 4,031.50

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
June 21, 2018**

**1. SYSTEM – APPROVAL FOR FINAL READING OF PROPOSED
AMENDMENTS TO BOARD POLICY SECTION 602 FRESHMAN ADMISSION
REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS**

Board approval for final reading is requested for proposed amendments to Board Policy 602 High School Course Requirements as indicated below.

602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning.

**A. HIGH SCHOOL COURSE REQUIREMENTS BEGINNING WITH STUDENTS
ENTERING IN FALL 2022**
(College Preparatory Curriculum)

Subject Area	Required¹ Carnegie Units and Content/Remarks		Recommended² Carnegie Units and Content/Remarks	
English	4	<i>All <u>Units</u> must require substantial communication skills (i.e. reading, writing, listening, and speaking). Compensatory Reading and Compensatory Writing may not be included.</i>	4	<i>All <u>Units</u> must require substantial communication skills (i.e. reading, writing, listening, and speaking). Compensatory Reading and Compensatory Writing may not be included.</i>
Mathematics	3 4	<i>Algebra I or its equivalent Math higher than Algebra I (2 units)</i>	4	<i>Algebra I or its equivalent Math higher than Algebra I (3 units)</i>
Science	3	<i>Biology I or its equivalent Science higher than Biology I (2 units)</i>	4	<i>Biology I or its equivalent Science higher than Biology I (3 units)</i>

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Social Studies	3 <u>3½</u>	<ul style="list-style-type: none"> • U.S. History • World History • U.S. Government (½ unit) • Economics (½ unit) or Introduction to World Geography (½ unit) <p><u>Units must include integrated courses of social sciences and humanities promoting civic competence</u></p>	4	<ul style="list-style-type: none"> • U.S. History • World History • U.S. Government (½ unit) • Economics (½ unit) • Introduction to World Geography (½ unit) • Mississippi Studies (or state/local government course in any other state) <p><u>Units must include integrated courses of social sciences and humanities promoting civic competence</u></p>
Arts	1	Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.	1	Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.
Advanced Electives	2	<ul style="list-style-type: none"> • Option 1: Foreign Language I and Foreign Language II • Option 2: Foreign Language I and Advanced World Geography one unit from Option 3 • Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course <p><u>(1) Any combination of advanced electives above the required Carnegie units in:</u> <u>(a) English, math, science, computer science and/or (b) any Advanced Placement (AP), Academic or Career and Technical Dual Credit (DC), International Baccalaureate (IB) or</u></p>	2	<ul style="list-style-type: none"> • Option 1: Foreign Language I and Foreign Language II • Option 2: Foreign Language I and Advanced World Geography one unit from Option 3 • Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course <p><u>(1) Any combination of advanced electives above the required Carnegie units in:</u> <u>(a) English, math, science, computer science and/or (b) any Advanced Placement (AP), Academic or Career and Technical Dual Credit (DC), International Baccalaureate (IB) or</u> <u>Advanced International</u></p>

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		<u>Advanced International Certificate of Education (AICE) course.</u> <u>(2) Completion of any two-year Career and Technical course may count as one unit. Example: completion of both Health Sciences I & II will count as an advanced elective.</u>		<u>Certificate of Education (AICE) course.</u> <u>(2) Completion of any two-year Career and Technical course may count as one unit. Example: completion of both Health Sciences I & II will count as an advanced elective.</u>
<u>Technology or Computer Science</u>	$\frac{1}{2}$ <u>1</u>	<i>A technology course emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.</i> <i>A computer science course emphasizes computational thinking to solve problems. Courses will involve the study of computers and algorithmic processes, including their principles, their hardware and software designs, their applications, and their impact on society and should include focus on one or more of the following core concepts: computing systems, networks and the internet, data and analysis, algorithms and programming, and impacts of computing. Course equivalent or additional advanced elective may be acceptable for non-Mississippi residents.</i>		
<u>Pre-High School Units</u>	<i>Courses taken prior to high school will be accepted for admission provided the course earns Carnegie credit and the content is the same as the high school course.</i>			
<u>Substitutions</u>	<i>Advanced Placement (AP) and International Baccalaureate (IB) courses can be substituted for each requirement in the College Preparatory Curriculum.</i> <i><u>Advanced Placement (AP), International Baccalaureate (IB), Academic or Career Technical Dual Credit (DC), and Advanced International Certificate of Education (AICE) courses may be substituted for each requirement in the College Preparatory Curriculum</u></i>			
<u>Course Acceptance</u>	<i><u>A course may not be used to satisfy more than one requirement.</u></i>			
<u>Total Carnegie Units</u>	<u>16.5</u> <u>18 ½</u>	<u>19.5</u> <u>20</u>		

¹High School Carnegie units **required for regular admission** to an IHL institution

²Recommended high school Carnegie units to enhance preparedness for college-level work

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The Required and Recommended College Preparatory Curricula (CPC) are approved by the IHL Board of Trustees, ~~and the IHL Office of Academic and Student Affairs maintains a complete list of courses that can be used to satisfy the CPC requirements.~~ The Mississippi Department of Education maintains the MDE Secondary Course Manual with CPC Classifications.

HIGH SCHOOL COURSE REQUIREMENTS THROUGH SUMMER 2022

The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning.

The minimum REQUIRED CPC for full admission into a Mississippi public university is as follows:	The minimum RECOMMENDED CPC for full admission into a Mississippi public university is as follows:
English: 4 Carnegie units <ul style="list-style-type: none"> All must require substantial communication skills (i.e., reading, writing, listening, and speaking). Compensatory Reading and Writing may not be included. 	English: 4 Carnegie units <ul style="list-style-type: none"> All must require substantial communication skills (i.e., reading, writing, listening, and speaking). Compensatory Reading and Writing may not be included.
Mathematics: 3 Carnegie units <ul style="list-style-type: none"> Algebra I or its equivalent Math higher than Algebra I (2 units) 	Mathematics: 4 Carnegie units <ul style="list-style-type: none"> Algebra I or its equivalent Math higher than Algebra I (3 units)
Science: 3 Carnegie units <ul style="list-style-type: none"> Biology I or its equivalent Science higher than Biology I (2 units) 	Science: 4 Carnegie units <ul style="list-style-type: none"> Biology I or its equivalent Science higher than Biology I (3 units)
Social Studies: 3 Carnegie units <ul style="list-style-type: none"> U.S. History World History U.S. Government (½ unit) Economics (½ unit) or Introduction to World Geography (½ unit) 	Social Studies: 4 Carnegie units <ul style="list-style-type: none"> U.S. History World History U.S. Government (½ unit) Economics (½ unit) Introduction to World Geography (½ unit) Mississippi Studies (<i>or state/local government course in any other state</i>)
Arts: 1 Carnegie unit <ul style="list-style-type: none"> Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation. 	Arts: 1 Carnegie unit <ul style="list-style-type: none"> Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.
Advanced Electives: 2 Carnegie units <ul style="list-style-type: none"> Option 1: Foreign Language I and Foreign Language II Option 2: Foreign Language I and Advanced World Geography Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course 	Advanced Electives: 2 Carnegie units <ul style="list-style-type: none"> Option 1: Foreign Language I and Foreign Language II Option 2: Foreign Language I and Advanced World Geography Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course
Technology: ½ Carnegie unit <ul style="list-style-type: none"> A course that emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a 	Technology: ½ Carnegie unit <ul style="list-style-type: none"> A course that emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a

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productivity tool, rather than specific hardware and/or software packages should be the focus of the course.	productivity tool, rather than specific hardware and/or software packages should be the focus of the course.
Total Carnegie units: 16½	Total Carnegie units: 19½
Notes: <ul style="list-style-type: none"> • Pre-High School units: Courses taken prior to high school will be accepted for admission provided the course earns Carnegie credit and the content is the same as the high school course. • Substitutions: Advanced Placement (AP) and International Baccalaureate (IB) courses can be substituted for each requirement in the College Preparatory Curriculum. • Course Acceptance: A course may not be used to satisfy more than one requirement. 	

STAFF RECOMMENDATION: Board staff recommends approval of this item for final approval.

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1. ASU – REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC.

Agenda Item Request: Alcorn State University (ASU) requests approval to initiate the following with Enterprise FM Trust and Enterprise Fleet Management, Inc.: 1) a Master Equity Lease Agreement for a customized fleet leasing and management services program, 2) a Maintenance Agreement for the provision of preventative maintenance services for covered fleet vehicles and 3) a Service Agreement that establishes specific contract terms and conditions. Pursuant to IHL Policy 707.03 Approval of Prepayment for Goods or Services, ASU also requests a waiver to allow prepayment of monthly leasing fees and maintenance fees.

Contractor's Legal Name: Enterprise FM Trust (EFM Trust) and Enterprise Fleet Management, Inc. (EFM)

History of Contract: These are new contracts. ASU currently has agreements in place with this vendor that were approved by the Board in October 2012. Nullification letters are included with this proposed contract package that will terminate previous agreements. The nullification process will allow all currently active vehicles in the program to become subject to the new agreements.

Specific Type of Contract: Fleet leasing, management and maintenance agreements.

Purpose: The purpose of the agreements is to enable ASU to lease 58 vehicles via Open-Ended Lease Schedules that will all receive routine preventative maintenance service. The University will phase in replacement of its currently lease vehicles and will add additional vehicles to its existing fleet. The new fleet will be used for administrative, maintenance and service purposes for ASU and will consist of the following:

- 1 Full-Sized SUV
- 6 Full-Sized Sedans with Police Package
- 20 Mid-Sized Sedans
- 7 Passenger Vans
- 2 Regular Cab Half Ton Trucks 4x2
- 2 Regular Cab Half Ton Trucks 4x2 with Lift Gate
- 2 Full-Sized ¾ Ton Crew Cab Trucks 4x4 with Long Base
- 3 Full-Sized Half Ton Crew Cab Trucks 4x4
- 2 Full-Sized Half Ton Crew Cab Trucks 4x4 for Campus Safety Department
- 1 Crew Cab ¾ Ton Truck 4x4 with Gooseneck Hook Up Short Bed
- 1 Crew Cab ¾ Ton Truck 4x4 with Gooseneck Hook Up Long Bed
- 8 Compact Pickup Trucks 4x2 with Regular Bed
- 3 Full-Sized 16 Passenger Vans

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Scope of Work: Enterprise will provide ASU with the following:

- delivery of vehicles to ASU campus,
- handling of vehicle registration and licensing processes,
- a dedicated, local Account Team for fleet management,
- monthly management reports, and
- a Full Maintenance program for the handling of all preventative maintenance services per a prescribed schedule.

Term of Contract: The term of the agreements is five (5) years, July 1, 2018 through June 30, 2023.

Termination Options: This agreement may be terminated for the following reasons:

- reduction of funds,
- failure by Enterprise to comply with the federal E-Verify program,
- default by ASU of the terms of the Master Equity Lease Agreement
- by ASU upon thirty (30) days notice should Enterprise revoke the Self Insurance Addendum to the Master Equity Lease, or
- either party may terminate the Maintenance Agreement with respect to any or all Covered Vehicles on the last day of any calendar month upon at least sixty (60) days written notice.

Contract Amount: The projected cost for the five (5) year contract term is approximately \$1,382,135.80 for lease, maintenance, title and registration expenses.

Funding Source of Contract: The agreement will be funded by E & G funds.

Contractor Selection Process: After consulting with DFA, ASU issued a Request for Bids for the fleet leasing and management program. Proposals were received from Enterprise Fleet Management and ACME Fleet Leasing. Enterprise submitted the lower cost proposal and was selected as vendor.

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.*

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2. JSU- REQUEST FOR APPROVAL OF TO ENTER INTO A LEASE AGEEMENT WITH JPMCC 2006 - CIBC15 EAST AMITE STREET, LLC - DBA/MARRIOTT JACKSON (Marriott)

Agenda Item Request: Jackson State University (JSU) requests approval to enter into a lease agreement **with JPMCC 2006 - CIBC15 EAST AMITE STREET, LLC - DBA/MARRIOTT JACKSON** for the lease of hotel rooms for the housing of students enrolled in its Executive Ph.D. program during various program dates.

Contractor's Legal Name: **JPMCC 2006 - CIBC15 EAST AMITE STREET, LLC - DBA/MARRIOTT JACKSON (Marriott)**

History of Contract: This is a new agreement. IHL approved agreements with Jackson Marriott for the provision of hotel rooms for JSU's Executive Ph.D. program in November 2013 for an eighteen (18) month contract estimated at \$359,136, in May of 2015 for a twenty-six (26) month contract estimated at \$449,972, and again in August 2017 for an estimated contract amount of for a twelve (12) month contract estimated at \$200,000. Said agreement is due to expire on August 30th, 2018.

Specific Type of Contract: Lease agreement

Purpose: The purpose of the agreement is to lease hotel rooms monthly for those students who participate in JSU's Executive Ph.D. program. The program runs from September 2018 through August 2019.

Scope of Work: Under the current agreement, Marriott will provide up to forty-two 42 rooms monthly beginning September 1, 2018 through August 31, 2019. In addition, Marriott will provide a meeting room, a complimentary room for program-related participants, internet service, parking, and complimentary breakfast buffet.

Term of Contract: The term of the new contract is twelve (12) months, beginning on September 1, 2018 and expiring August 31, 2019.

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

- failure to comply with E-verify warranties;
- violation of conflict of interest law;
- by reduction of funds;
- by JSU upon ninety (90) days' notice;
- by either party due to Force Majeure;
- by either party for a breach of the terms of the agreement.

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Contract Amount: The total estimated cost of the agreement is \$199,920.00. This cost is based on the use of approximately 140 room nights monthly at a rate of \$119 per night for twelve (12) months.

Funding Source for Contract: The agreement will be funded by E&G Funds.

Contractor Selection Process: JSU issued Request for Proposals via RFP 12-107, titled “Jackson State University Executive Ph.D. Program Hotel Services”, on January 25, 2013. Marriott was the only vendor to submit a proposal. Recently, the University requested quotes from the Westin Jackson and Hilton Garden Inn. After reviewing these quotes, the Jackson Marriott Downtown offered the best and lowest quote with the most accommodations. Based on the best rates and past experience, the Jackson Marriott was selected.

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 Attorney General’s Office. Board staff recommends approval of this item.

3. MSU-REQUEST FOR APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH ALTARUM INSTITUTE

Agenda Item Request: Mississippi State University (MSU) requests approval to enter into a contract with the **Altarum Institute**.

Contractor’s Legal Name: Altarum Institute (Altarum)

History of Contract: Mississippi State University entered into a contract with Altarum in 2016 and an amendment in 2017 for Altarum to provide technical assistance to the University’s Office of Nutrition Education (ONE) on a SNAP-Ed grant that ONE was awarded by the Mississippi Department of Human Services and U.S. Department of Agriculture. Altarum has experience working on SNAP-Ed programs throughout the United States. This contract will expire on September 30, 2018, and the narrowly defined scope of work will be completed by that time. Entering into this new contract before the expiration of the original contract will allow Altarum to immediately begin doing additional work not covered by the 2016 contract.

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

Purpose: The purpose of this contract is to allow ONE to utilize the experts employed by Altarum to assist the University in fulfilling its obligations under the SNAP-Ed grant.

Scope of Work: Altarum will provide its experience in areas including consultation, assessments, trainings, etc for ONE as ONE moves forward with the SNAP-Ed grant utilizing approaches that Altarum has implemented and evaluated in other parts of the county

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to meet the unique needs of ONE and improve the likelihood that persons eligible for SNAP in Mississippi will make healthy food choices and pursue physically active lifestyles. Before beginning any task, a detailed scope of work must be submitted to ONE for approval by ONE Project Director, the Mississippi Department of Human Services, and the U.S. Department of Agriculture. No work shall be done without the approval of these agencies and the written authorization from ONE to proceed with each individual scope of work.

Term of Contract: The contract will begin upon execution and extend for a term of five (5) years, approximately October 1, 2018 through September 30, 2023.

Termination Options: The continuance of the agreement with MSU is based upon the availability of funds. Therefore, the contract may be cancelled by MSU with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority. In the event either party materially breaches the contract, the non-breaching party may terminate upon thirty (30) days written notice to the breaching party.

Contract Amount: MSU anticipates that the total contract price will not exceed \$1,000,000. MSU will pay Altarum the hourly rates set forth in the Attachment to the contract along with prior approved travel costs and expenses and prior approved direct costs. Each scope of work shall include a not to exceed cost estimate and must be approved by both USDA and MDHS to ensure expenditures are reimbursable under the guidelines of the grant.

Funding Source of Contract: The contract is funded by a subgrant between MDHS and ONE. The funding source for the subgrant is USDA.

Contractor Selection Process: Altarum Institute was selected based upon its considerable experience and significant expertise in providing technical assistance in implementing and evaluating SNAP-Ed social marketing campaigns and assessment and development of Policy Systems and Environmental Toolkit for employee training in other areas of the United States, specifically, in the Southeastern United States.

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. MSU – REQUEST FOR APPROVAL TO AMEND A SERVICE AGREEMENT WITH EVENT OPERATIONS GROUP, INC.

Agenda Item Request: MSU requests approval to amend our existing contract with **Event Operations Group** by removing parking operations from the agreement and by removing exclusivity for other services.

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Contractor's Legal Name: Event Operations Group, Inc.

History of Contract: MSU currently has a contract with Event Operations Group (EOG) to handle all Game Day and other event parking, traffic, ticket taking, etc. It has been determined that EOG's expertise is on providing services inside the stadium while SP PLUS has capabilities that will greatly enhance the service and security of the parking operations. As one of several initiatives to continue to improve the Game Day experience for fans, MSU Athletics is attempting to step up the services while potentially increasing the accountability and the efficiency of the operations. It is also felt that MSU Athletics would like to consider being able to consider niche operators of various other game day services (security, ticket taking, etc.).

Specific Type of Contract: Service Contract

Purpose: To remove parking operations services and exclusivity from the existing contract.

Scope of Work: Remove parking operations services and exclusivity from the existing contract.

Term of Contract: The term of the contract lasts until June 30, 2022.

Termination Options: The continuance of the contract with MSU is based upon the availability of funds. Therefore, this contract can be cancelled by MSU with thirty (30) days' notice to the contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days' written notice to the breaching party.

MSU may terminate the contract for contractor's failure to comply with the Mississippi Employment Protection Act.

The contract may be terminated by either party upon the occasion of a Force Majeure event.

Contract Amount: This contract was originally approved in August 2017 for \$5,000,000. MSU has selected a new vendor SP PLUS to provide parking services. The amount spent will decrease from the initial agreement as costs are transferred to the new vendor.

Funding Source for Contract: MSU Athletic budget and revenue from parking operations.

Contractor Selection Process: The contractor is an existing contractor.

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,

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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. MSU – REQUEST FOR APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH SP PLUS CORPORATION

Agenda Item Request: MSU requests approval to enter into a contract with **SP PLUS** to provide game day and other event parking operations.

Contractor's Legal Name: SP PLUS Corporation

History of Contract: MSU currently has a contract with Event Operations Group (EOG) to handle all Game Day and other event parking, traffic, ticket taking, etc. It has been determined that EOG's expertise is on providing services inside the stadium while SP PLUS has capabilities that will greatly enhance the service and security of the parking operations. As one of several initiatives to continue to improve the Game Day experience for fans, MSU Athletics is attempting to step up the services while potentially increasing the accountability and the efficiency of the operations.

Specific Type of Contract: Service Contract

Purpose: To provide parking operations services at game day and other on campus events.

Scope of Work: Provide parking operations services at game day and other on campus events.

Term of Contract: The term of the contract will be one year with option to renew for up to four (4) additional one (1) year periods upon the written approval of both parties. MSU is requesting approval from the board to renew this agreement up to a total of five years.

Termination Options: The continuance of the contract with MSU is based upon the availability of funds. Therefore, this contract can be cancelled by MSU with thirty (30) days' notice to the contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days' written notice to the breaching party.

MSU may terminate the contract for contractor's failure to comply with the Mississippi Employment Protection Act.

The contract may be terminated by either party upon the occasion of a Force Majeure event.

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Contract Amount: The total amount of the agreement is not known as it will depend upon the number of events, the timing of the events, the number of staff required, etc. It is initially estimated that the cost per year will not exceed \$700,000, which would give a five-year estimate at \$3,500,000. MSU is requesting authority to spend the amount required using the costs set forth in the agreement.

Funding Source for Contract: MSU Athletic budget and revenue from parking operations.

Contractor Selection Process: MSU has been searching for a firm that could enhance these procedures, provide a better experience for fans, allow for potential revenue growth, and provide increased security and accountability. Based upon references and reviews of other locations being serviced by SP PLUS, MSU feels this firm can provide the services. The contract is for one year with an option to renew for additional terms, thus giving MSU the ability to re-evaluate prior to moving to additional terms.

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.*

6. MSU -REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH STARREZ, INC.

Agenda Item Request: Mississippi State University (MSU) is requesting approval to enter into a new contract with **StarRez, Inc.** to provide a housing assignment management system to our Housing and Residence Life (HRL) department. This new contract is needed as our current system is both out of date and the contract is expiring summer of 2018.

Contractor's Legal Name: StarRez, Inc. (StarRez)

History of Contract: We have been using an older version of the system from StarRez for years. As that system is both outdated and our current contract with them is expiring, we have received approval from MDITS on May 3, 2017 to proceed with the procurement of a new housing assignment system. On August 11, 2017, RFP 17-66 was issued requesting proposals for the new software. The RFP was opened on September 6, 2017.

Specific Type of Contract: This is a new contract for IT software and services.

Purpose: HRL seeks a web-based university student housing assignments management system that will enable HRL to maintain personal student information, manage multiple year applications, manage multiple housing contracts with the ability to e-sign contracts for both students and parents of student under the age of 18, manage and track occupancy, manage

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group assignments and changes, manage waiting lists, have multiple ways to create assignments, and have a customizable pro-rate tool for billing.

Scope of Work: The scope of work entails the configuration, implementation, and training of the StarRez software, which includes:

- Migration of MSU StarRez installation from on-premises to StarRez Cloud;
- Training and Configuration Consulting for additional modules being implemented; and
- Test and go-live support.

Term of Contract: The contract will run for ten years.

Termination Options: The continuance of the Contract with MSU is based upon the availability of funds. Therefore, this contract can be cancelled by MSU with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days' written notice to the breaching party.

MSU may terminate the Contract for Contractor's failure to comply with the Mississippi Employment Protection Act.

The Contract may be terminated by either party upon the occasion of a Force Majeure event.

Contract Amount: We request a not to exceed amount of \$975,000.00 to match the amount approved by MDITS on CP-1 20170361. This will allow for various unknown purchases from StarRez over the ten-year term of the contract as both the needs of MSU and technology change.

Funding Source of Contract: MSU HRL general funds.

Contractor Selection Process: We received two proposals in response to the RFP, one from Adirondack Solutions and one from StarRez, Inc. Upon initial evaluation by the committee members, it was determined that both vendors met the base requirements of the RFP and should be invited to do a web-demo of their product. After the web demo and associated questions were asked and answered, both were then fully evaluated on technical merit by each individual committee member and scored on an evaluation spreadsheet. StarRez received the higher score of the technical portion of the RFP due in part to their ability to fully integrate with Banner and the ease of use of their product. We then opened the cost proposals. While StarRez was the higher priced of the two vendors, over the ten-year proposed term of the contract the cost difference is negligible and they received the highest

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overall score on the RFP. Given all those factors, StarRez is clearly the best choice for Mississippi State.

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.

7. MSU – REQUEST FOR APPROVAL TO ENTER INTO AN AIR CHARTER SERVICES AGREEMENT WITH SOUTHWEST AIRLINES CO.

Agenda Item Request: Mississippi State University (MSU) requests approval to enter into an agreement with **Southwest Airlines Co.** for air transportation services for the MSU Football team during the 2018 Football season. Pursuant to IHL Policy 707.03 *Approval of Prepayment for Goods or Services*, MSU also requests a waiver to allow prepayment of deposit. Prepayment is very common and most often required in this industry.

Contractor's Legal Name: Southwest Airlines Co. (Southwest)

History of Contract: This is a new agreement; however, MSU has used Southwest in the past and has been satisfied with the services.

Specific Type of Contract: Air Charter Services Agreement

Purpose: The purpose of the agreement is to provide air transportation for the MSU football team.

Scope of Work: Southwest Airlines Co. will provide jet aircraft transportation to transport the MSU Football team. The agreement includes three (3) round trip flights as shown in the appendix of the agreement.

Term of Contract: The term of the agreement shall commence the date contract is signed by both parties and terminate on the date of the last flight as set forth in the agreement.

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

- MSU cancel any flight in the agreement without a cancellation charge by giving written notice to Southwest at least 60 days or more prior to the scheduled departure date,
- should MSU cancel between 30-59 days prior to the scheduled departure date, MSU will owe 20% of the total charter price; 15-29 days will be 50%; less than 15 days will be 90%; minimum charge will be \$2,000.00, and

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- MSU may terminate the agreement under clauses referenced in the Mississippi State University Standard Contract Addendum.

Contract Amount: The total cost for all charter flights is \$370,000.

Funding Source of Contract: This agreement is funded by the MSU Athletic Department.

Contractor Selection Process: MSU has used this firm previously and is satisfied with their costs and services. The costs are consistent with prices paid previously.

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

8. MSU-REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH UNITEDHEALTHCARE INSURANCE COMPANY

Agenda Item Request: Mississippi State University (MSU) requests approval to enter into a contract with **UnitedHealthcare Insurance Company** for health insurance plans which will cover MSU students for the 2018-2019 school year. The proposed contract is pending approval from the Mississippi Department of Insurance. MSU is requesting IHL approval pending approval from the Mississippi Department of Insurance.

Contractor's Legal Name: **United Healthcare Insurance Company (UnitedHealthcare)**

History of Contract: This group health insurance contract is essentially a renewal of the group health insurance option which MSU has entered into for approximately ten (10) years for the benefit of its students. MSU remains satisfied with the contractor's performance and price.

Specific Type of Contract: This is a group rate student health insurance contract which fully complies with the requirements of the Affordable Care Act.

Purpose: The purpose of this group insurance plan is to allow students who need affordable health insurance coverage to have access to comprehensive coverage at a reasonable cost which is lower than rates available to them on an individual basis.

Scope of Work: UnitedHealthcare will provide health insurance coverage which is compliant with the Affordable Care Act to MSU students. The student pays the premium. UnitedHealthcare pays the claim.

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Term of Contract: The contract will be annual, from August 1, 2017, to July 31, 2019.

Termination Options: MSU will be able to terminate the arrangement at the end of each year.

Contract Amount: The contract amount varies depending upon the number of students who elect to purchase the insurance. However, a fair estimate based upon last year's amount is approximately \$1,050,000.

Funding Source of Contract: MSU students who elect into the plan pay for their coverage. International students are charged for this coverage automatically when their tuition posts to their account. These student funds are paid to Holland Insurance Company, the agent who administers the United Healthcare Insurance Company policy via MSU check. Also, some MSU departments and the Graduate School cover the cost of the student health insurance for Graduate Assistants. GA's must apply for the policy themselves and then we post to their student accounts. These funds are also paid to Holland Insurance Company via MSU check. It is up to their department and the Graduate student office to reimburse the student for the cost of their insurance. This is done by posting the credit to the student account.

Contractor Selection Process: This vendor was selected as a renewal from previous years.

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.*

9. MUW-- REQUEST FOR APPROVAL TO ENTER INTO A RENTAL AGREEMENT WITH RJ YOUNG COMPANY

Agenda Item Request: Mississippi University for Women (MUW) seeks approval to enter into a 5-year rental agreement with Robert J Young Company, Inc. (RJ Young) for the MUW copier fleet which includes all parts, labor, toner and maintenance related travel, excluding paper. This contract covers 33 departments with a total monthly lease cost of \$4,831.70 for 5 years.

Contractor's Legal Name: Robert J Young Company Inc.

History of Contract: This is a new fleet contract. Individual offices have been contracting with various vendors on state contract. The fleet contract is estimated to save \$1,000 monthly, based on current levels of usage, over individual contracts.

Specific Type of Contract: This is a Rental Agreement for use by Mississippi Departments and Vendors, as negotiated by the Department of Finance and Administration (DFA).

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Purpose: This fleet contract is intended to increase efficiencies and to be more cost effective than individual office contracts.

Scope of Work Vendor will install and maintain the copiers to MUW and make all necessary adjustments and repairs to keep the copiers in good working order. Customer will operate the copiers according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

Term of Contract: The term of the agreement is for 5 (five) years, the estimated start date will be July 1, 2018 and end June 30, 2023.

Termination Options: The agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease. If appropriated funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient either through the failure of the federal government to provide funds or the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Contract Amount: There will be a monthly lease charge of \$4,831.70 per month, with additional charges based on the number of copies at a cost of all black and white pages at \$0.009 per page, color pages at \$0.059 per page. It is estimated the additional charges could be up to \$200,000, giving a total anticipated expense of around \$489,902.

Funding Source for Contract: The agreement will be funded by General and Auxiliary funds.

Contractor Selection Process: MUW established a campus wide copier committee to evaluate current copier usage and determine the best value for the university. RJ Young was selected based on the status as an authorized reseller/distributor for the DFA and Canon U.S.A. Inc (State Contract Number 8200017716) for use by all state agencies. MUW has also submitted and awaiting response from an Exemption to MS Information Technology Services (ITS) because this contract exceeds the \$250,000 limit.

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

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agreement has been reviewed and approved by the Attorney General's Office pending the ITS Exemption approval. Board staff recommends approval of this item.

**10. UMMC-REQUEST FOR APPROVAL TO AMEND AN AGREEMENT WITH
CHANGE HEALTHCARE TECHNOLOGIES, LLC**

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Order Form No. 25234 and Master Agreement No. 16259 (collectively, Agreement) with **Change Healthcare Technologies, LLC**, (Change Healthcare) formerly McKesson Health Solutions, a division of McKesson Technologies, Inc. (McKesson) to update UMMC's license for the InterQual and Care Enhance Review Manager Enterprise (CERMe) software to a corporate license, rather than licenses for a limited usage basis, at no additional cost.

Contractor's Legal Name: Change Healthcare Technologies, LLC (Change Healthcare)

History of Contract: On August 21, 2014, the Board of Trustees approved a five (5) year agreement between UMMC and McKesson Health Solutions, a division of McKesson Technologies, Inc., for the InterQual and CERMe software, with a total cost of \$682,871.79. The current agreement will expire September 24, 2019. Subsequent to the execution of the agreement, McKesson Technologies LLC became the successor-in-interest to McKesson Technologies, Inc. In 2017, Change Healthcare Holdings, LLC and McKesson Technology Solutions combined to create a new healthcare information technology company named Change Healthcare. As a wholly-owned subsidiary of Change Healthcare, McKesson Technologies LLC was rebranded as Change Healthcare.

Specific Type of Contract: This is an amendment to Order Form No. 25234 and Master Agreement No. 16259.

Purpose: The purpose of the amendment is to update UMMC's license for the InterQual and Care Enhance Review Manager Enterprise (CERMe) software to a corporate license, rather than licenses for a limited usage basis, at no additional cost. The purpose of the agreement is to utilize McKesson's InterQual and CERMe proprietary software suite, clinical content, and application service provider (ASP) services. The InterQual product and services will allow UMMC to enhance the quality and consistency of clinical decision-making for non-physician reviewers. McKesson's InterQual is relied upon for utilization management and case management to appropriately apply level-of-care assessments and medical necessity guidance to patients being admitted to the hospital, as well as continued stay review for accurate and prompt insurance company reimbursement.

Scope of Work: Under the amendment, UMMC's license is a corporate license for all products and services, so that usage-based variable is no longer applicable. Under the agreement, McKesson grants UMMC a limited, nonexclusive, nontransferable, non-sublicensable license to use its software and clinical content, as well as provide services.

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McKesson's obligations include implementation and integration of decision management software, clinical content, and ASP services for the following:

- CareEnhance Review Manager;
- InterQual Interrater Reliability Suite;
- Symphonia HL-7 Interface; and
- All other testing, management reporting reviews, education, and training for internal certification.

Term of Contract: The term of the Agreement is unchanged with the amendment. The term remains five (5) years from September 25, 2014, through September 24, 2019.

Termination Options: Termination options under Master Agreement No. 16259 include the following:

- Immediately upon notice in the event of the following:
 - A breach of any material term or condition that is not remedied by the breaching party within sixty (60) days of receiving written notice;
 - Infringement of the terminating party's intellectual property rights and failure to remedy the breach within ten (10) days or receiving written notice;
 - A breach that cannot be remedied; and
 - Commencement by either party of dissolution proceedings or ceases to operate in the ordinary course of business;
- After sixty (60) days' written notice in the event of any reduction in available funds to UMMC after the first year of the agreement, the contract may be terminated.

Contract Amount: The total cost of the Agreement is unchanged with the amendment. The total cost of the Agreement remains \$682,871.79.

Funding Source of Contract: The contract will be funded by general funds.

Contractor Selection Process: UMMC is currently contracted with Change Healthcare.

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 AN SERVICE AGREEMENT WITH EPIC SYSTEMS CORPORATION (CARE EVERYWHERE)

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

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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 BestPractice 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

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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 data 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

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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.

On January 18, 2018, the Board approved Epic Amendment Eighteen (18) which added the Patient Abstractor license to the licensed program property and a Service Request Order for Epic to submit UMMC's 2017 eCQM data to The Joint Commission (UMMC's accrediting agency). Amendment Eighteen (18) and the Service Request for eCQM brought the total approved cost of the Agreement to \$67,403,789.01.

In addition to this request UMMC has submitted for consideration an additional Service Request for implementation and support services for Wisdom General Dentistry.

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

Purpose: The purpose of this service request is to implementation assistance for a Care Everywhere connection to the eHealth Exchange which will be used to exchange patient records with the Department of Veterans Affairs and the Department of Defense at the point of care for clinical use, as well as aid in expediting claims processing with the Social Security Administration. The eHealth Exchange allows the transmission of data to non-Epic users.

Scope of Work: Epic will provide implementation assistance for a Care Everywhere connection to the eHealth Exchange.

Term of Contract: The term of the Service Request will begin on or about June 25, 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,

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- 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 this Service Request is \$2,250.00. With this Service Request, the total estimated approved cost for the Epic Agreement is now \$67,406,039.01.

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.

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12. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN IMPLEMENTATION SERVICE REQUEST WITH EPIC SYSTEMS CORPORATION (WISDOM)

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval of an Implementation Service Request with **Epic Systems Corporation** for additional implementation and go-live support of the Wisdom General Dentistry (Wisdom) application in Epic.

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

History of Contract: Please refer to the Agenda Item write up for Epic Service Request for Care Everywhere for a complete history of UMMC's current agreement with Epic.

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

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

Purpose: The purpose of the Implementation Service Request is to provide additional implementation and go-live support for the Wisdom application.

Scope of Work: Epic will provide additional implementation support for building and testing the Wisdom application installation, as well as provide additional onsite support for the pilot go-live in the Maxillofacial Surgery and Pediatric Departments at UMMC.

Term of Contract: The term of the Service Request will begin on or about June 25, 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:

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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 the Implementation Service Request is \$29,000.00. With this Implementation Service Request, the total estimated approved cost for the Epic Agreement is now \$67,435,039.01.

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.

13. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH INFUSION PARTNERS, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Home Infusion Therapy Services Agreement with **Infusion Partners, LLC**, (Infusion Partners) to provide home infusion pharmacy services and infusion nursing support to UMMC's indigent patients who have been discharged from UMMC.

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Contractor's Legal Name: Infusion Partners, LLC (Infusion Partners)

History of Contract: UMMC has utilized Infusion Partners' services since 2005. Most recently, the Board approved an amendment to UMMC's current agreement, which extended from July 1, 2016, through June 30, 2018. In February 2018, UMMC conducted Request for Proposals (RFP) 8006 for home infusion therapy services. UMMC received proposals from three (3) vendors and selected Infusion Partners based on cost and its responses to specifications indicating an ability to meet or exceed the requirements to provide the services requested.

Specific Type of Contract: This is a new Home Infusion Therapy Services Agreement.

Purpose: The purpose of the agreement is to provide home infusion pharmacy services and infusion nursing support to UMMC's patients, specifically UMMC's indigent care patients who have been discharged from UMMC.

Scope of Work: Under the agreement, Infusion Partners will:

- provide home infusion therapy services for indigent patients discharged from UMMC who meet the criteria established for outpatient therapy, including infusion and pharmacy services, laboratory testing, and nursing services provided through home health;
- be contracted as a 340B contract pharmacy with UMMC;
- provide an infusion suite to administer the first dose to a patient if the treatment plan has changed;
- provide a complete financial and therapeutic outcome data to UMMC on a monthly basis;
- provide an onsite clinical liaison to be present as needed for patient evaluation and to teach medication administration to patients;
- supply all solutions and/or medications, including oral antibiotics and antifungals to the patient's home;
- supply, deliver, and pick-up all administration equipment, supplies, and disposables to and from the patient's home;
- track 340B inventory for home infusion patients and make operational updates as necessary to support compliance with the 340B program; and
- require staff to have all current licensure requirements.

Term of Contract: The initial term of the agreement is three (3) years, with two (2) additional one (1) year terms. UMMC seeks approval of the entire five (5) year term, from July 1, 2018, through June 30, 2023.

Termination Options: The agreement may be terminated as follows:

- by agreement of the parties;
- in the event Infusion Partners fails to comply with the federal E-Verify Program;

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- upon thirty (30) days' written notice by UMMC with or without cause;
- upon 180 days' written notice by Infusion Partners with or without cause;
- if either party refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, and fails to cure the breach within ten (10) days of receiving written notice from the non-breaching party;
- immediately upon Infusion Partners' breach of any of the following ongoing representations and warranties that Infusion Partners, 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 Infusion Partners being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
 - if Infusion Partners is to receive any patients' personal health information, Infusion Partners represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.
- in the event of a reduction in or no funds available; and
- in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days.

Contract Amount: The total estimated cost of the agreement over the five (5) year term is \$3,397,571.10. UMMC has calculated its anticipated patient volume at the highest bundled price per therapy for treatment over an average of thirty (30) days, as well as an average cost of medication. UMMC has also calculated a ten per cent (10%) potential annual patient volume increase.

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

Contractor Selection Process: In February 2018, UMMC conducted Request for Proposal (RFP) 8006 for home infusion therapy services. UMMC received proposals from BioScrip, Inc. (Infusion Partners' parent company), Infusion Plus, and Coram CVS Specialty Infusion Services (Coram). Coram's proposal was deemed nonresponsive and was invalidated, due to its inability to meet the minimum specifications listed in the RFP. In March 2018, UMMC selected BioScrip, Inc./Infusion Partners based on cost and its responses to specifications

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indicating an ability to meet or exceed the requirements to provide the services requested. A breakdown of each bidders' proposed price and score is as follows:

Bidders	RFP Score	Cost
BioScrip/Infusion Partners	91	\$70,246.00
Infusion Plus	86	\$75,454.71

The difference between the cost of the RFP proposal and the cost requested for the agreement herein is because the RFP was calculated based upon a flat patient volume of 103 patients multiplied by the sum of one (1) each of the type of services listed in the fee schedule over the initial term of three (3) years. The agreement cost requested hereunder is based upon the services estimated to be utilized, potential annual volume growth, and the total five (5) year term, including renewals.

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.

14. UMMC – REQUEST TO ENTER INTO A MEDICAL TRANSPORT SERVICES AGREEMENT WITH MOBILE MEDIC AMBULANCE, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Medical Transportation Provider Agreement (Agreement) with **Mobile Medic Ambulance Service, Inc. d/b/a/ American Medical Response (AMR)** for the purpose of emergency and non-emergency ambulance, mobile intensive care transport and non-emergency non-ambulance medical transportation (via "medi-van"). This includes the transportation of adult and pediatric patients to the Jackson Medical Mall for radiation oncology treatments, as well as other UMMC facilities located off UMMC's main campus.

Contractor's Legal Name: **Mobile Medic Ambulance Service, Inc., d/b/a American Medical Response.**

History of Contract: The Board of Trustees first approved UMMC and AMR to enter into an agreement November 2006 and have approved numerous agreements since that time. On June 18, 2015, the Board of Trustees approved a three (3) year agreement between UMMC and AMR for transportation services for \$1,050,000.00. The current agreement will expire June 30, 2018.

Specific Type of Contract: This is a new Medical Transportation Provider Agreement.

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Purpose: The purpose of the Agreement is to provide emergency and non-emergency ambulance, mobile intensive care transport and non-emergency non-ambulance medical transportation upon request by UMMC.

Scope of Work: Under the Agreement,

AMR will:

- provide emergency ambulance, non-emergency ambulance, mobile intensive care transport, and medi-van transportation, and ambulance services twenty-four (24) hours per day, seven (7) days per week;
- agree to render Services in compliance with the prevailing standards of quality and care applicable to Services rendered;
- be a preferred provider of services with first right of refusal for all “stretcher patients”;
- file all insurance claims on all patient-responsible transports;
- complete an inventory tracking form when UMMC-owned durable equipment must accompany patient on transport; and
- determine if medical necessity criteria is met.

UMMC will:

- provide and maintain documentation of medical necessity of requested services;
- obtain all preauthorizations, physicians orders or certifications required to document medical necessity or to comply with requirements of Medicare or third party payors for all patients;
- provide all medical and financial information reasonably requested by AMR.

Term of Contract: The term of the Agreement is three (3) years, from July 1, 2018, through June 30, 2021.

Termination Options: Termination options include the following:

- By AMR upon 30 days’ written notice in the event AMR requests additional price increases based on cost factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards, and UMMC refuses the price increase;
- In the event of a material breach of the agreement and the breaching party’s failure to cure the breach within 30 days from the receipt of notice;
- Automatically in the event of the loss, by either party, of insurance or licensure necessary to carry out the agreement;
- By AMR upon 20 days’ written notice in the event UMMC fails to make payment when due;
- In the event either party files bankruptcy or is the subject of an involuntary petition which is not dismissed with prejudice within 60 days of filing;

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- By either party upon 30 days' written notice with or without cause;
- Immediately by either party in the event of material change in law that adversely affects the agreement and the parties fail to renegotiate the agreement;
- Immediately upon either party's violation of applicable federal, state, city and county laws, rules, regulations and ordinances;
- In the event a term of the agreement is deemed to violate any future statute, regulation, or ordinance, and the finding adversely affects the material consideration of performance under the agreement, either party may terminate upon written notice;
- Immediately by either party if the other party or its practitioners or employees are excluded from participation in federal health care programs;
- If a practitioner or employee who orders or provides Services under this agreement is excluded from participation in federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder;
- Failure by AMR to comply with the federal E-Verify program, and
- By UMMC in the event AMR improperly uses or discloses protected health information.

Contract Amount: The estimated cost of the Agreement is \$1,655,000.00. No more than once per year, AMR may increase fees based upon the percentage increase in the Consumer Price Index, Medical Care, All Urban Consumers, up to a maximum of four percent (4%) per year. Upon notice, AMR may also increase fees based on factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards. UMMC has calculated an annual ten percent (10%) increase each year, which includes potential price increases and patient volume growth.

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

Contractor Selection Process: AMR was selected by the Hinds County Board of Supervisors as the county's sole proprietor for emergent and non-emergent ambulance services/transport, which is allowable by state law. Therefore, UMMC is bound by the county contract to use AMR as a preferred provider.

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.*

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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.*

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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.

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

IHL PROJECTS

1. UM – IHL 207-415 – Golf Practice Facility Renovation

Project Request: The University of Mississippi requests approval to increase the budget for the Golf Practice Facility Renovation project. The budget will increase from \$3,198,000.00 to \$3,448,000.00, for an increase of \$250,000.00.

Project Phase: Design Phase

Design Professional: PryorMorrow PC

General Contractor: Duininck, Inc.

Prior Budget Increases: The project was initiated with the Board in February of 2016 with a preplan project budget of \$500,000. The Board of Trustees approved a budget increase in November of 2017 from \$500,000 to \$3,198,000 once the scope of the project was determined. This is the second budget escalation request made for this project by the university.

Purpose/Justification: The budget increase is intended to continue funding the project due to several potential change orders the university may incur because of unforeseen circumstances since the start of construction. The anticipation of these change orders will reduce the current contingency to a point where without a budget increase the project would risk stopping. Due to the nature of the project and urgency of getting the conditions right for grassing, a stoppage to increase the budget could delay the project for a year if the ‘window’ for grass planting temperatures was missed.

Project Scope: Practice facilities for the Ole Miss men’s and women’s golf teams are located adjacent to the Ole Miss Golf Club. The Whitten Golf Complex houses team meeting rooms, locker rooms for teams, coaches’ offices, areas for storage and repair of golf equipment, and an indoor putting area upstairs. The nearby Herrington Golf Center includes an indoor-outdoor hitting facility that allows players the opportunity to work on their games regardless of weather conditions. A driving range and short game facility area is also included for team practice.

The project includes site improvements to enhance the flow between the practice facilities, improvements to the driving range, and expansion of the team practice

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green. The scope may also include building improvements to expand the Herrington Golf Center and master plan for a future bunk house.

The University of Mississippi 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: February 18, 2016

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 2,493,945.00	\$ 2,568,701.00	\$ 74,756.92
Architectural and Engineering Fees	\$ 218,306.51	\$ 223,445.00	\$ 5,138.58
Miscellaneous Project Costs	\$ 362,759.48	\$ 362,759.48	\$ 0.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 122,989.01	\$ 293,093.51	\$ 170,104.50
Total Project Budget	\$ 3,198,000.00	\$ 3,448,000.00	\$ 250,000.00

Proposed Funding Source(s): Intercollegiate Athletics Revenue (\$2,699,261); Internal R&R (\$748,739)

Staff Recommendation: *Board staff recommends approval of this item.*

2. UMMC – IHL 209-555 – Children’s of Mississippi Expansion

Project Request: The University of Mississippi Medical Center requests approval to add H.B. 1649, Laws of 2018 as a funding source to the project. The total project budget will remain unchanged.

Design Professional: HDR Architecture

General Contractor: CMAR – Brasfield & Gorrie

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Purpose: The University of Mississippi Medical Center received \$12,000,000 in state bond funds in the 2018 Legislative Session for the Children's of Mississippi Expansion project. UMMC is seeking to include the state bond funds as an additional funding source for the project.

Project Scope: The project will include an expansion with a new diagnostic and treatment podium, clinics, and bed tower adjacent to the existing UMMC Batson Children's Hospital. The expansion will be approximately 340,000 square feet. Of the 340,000 square feet expansion, 285,300(+/-) will be hospital finish out space, 4,200 (+/-) shell space for future hospital finish out, 31,750 (+/-) square feet of completed outpatient clinic space, and 18,800 (+/-) square feet of shell space for future clinics.

The expansion will include NICU (88 Patient rooms / 92 beds), PICU (32 Beds with shell space), lobby, imaging, materials, EVS, surgery (10 OR's + 1 shell), 3 minor procedure rooms, and 1 Cath lab with another shelled, Pre-Admit testing, gift shop, grab n go, conference center, and registration. A new service elevator connection will be made between the new bed tower and existing Batson Children's Hospital.

The University of Mississippi Medical Center 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: April 21, 2016

Project Budget:

	<u><i>Estimated</i></u>
Construction Cost:	\$ 151,373,551.00
Architectural and Engineering Fees:	13,033,059.00
Misc. Project Costs:	1,566,094.00
Furniture & Equipment Costs:	13,291,305.00
Contingency:	<u>735,991.00</u>
Total Project Budget	\$ 180,000,000.00

Proposed Funding Source(s): EBC Bonds (\$89,682,294); Senate Bill 2906, Laws of 2015 (\$6,000,000); House Bill 1649, Laws of 2018 (\$12,000,000); Pledges received to date (cash) (\$16,271,290); Intermediate Loan paid with pledges (\$28,000,000); Committed future pledges(\$28,046,416)

Staff Recommendation: *Board staff recommends approval of this item.*

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3. UMMC – IHL 209-558 – MS Center for Emergency Services

Project Request: The University of Mississippi Medical Center requests approval to increase the budget for the MS Center for Emergency Services project. The budget will increase from \$9,699,114.00 to \$12,699,114.00, for an increase of \$3,000,000.00. In addition, UMMC is requesting to add UMMC SSA [Shared Services Account] – Building Improvement funds to the project to account for the budget increase.

Project Phase: Design Phase

Design Professional: Gensler Architecture, Design & Planning, P.C.

General Contractor: TBD

Prior Budget Increases: The project was initiated with the Board in March of 2017. This is the first budget escalation request made for this project by the university.

Purpose/Justification: Escalation of the project budget is due to extensive site work and recent material escalation. The grant funds are not enough to cover the recent escalation in material costs and the extensive site work that needs to occur where the building is located. In order to prevent a reduction in scope that would decrease the critical operations of this command center for the state of Mississippi, UMMC is requesting to add UMMC funds to the grant funds.

Project Scope: This project will build a facility that will support the expansion of Mississippi MED-COM and the integration of an additional public safety communications center. The facility will house the educational, clinical and research divisions that will allow the Mississippi Center for Emergency Services (MCES) to improve and expand its telemedicine capabilities. Administrative offices for MCES will be also be housed in the facility. This project will allow for the co-location of the UMMC transport teams to support education and research into the expanded use of broadband technology in delivering mobile care.

The University of Mississippi Medical Center 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: March 16, 2017

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Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 8,100,000.00	\$ 11,000,000.00	\$ 2,900,000.00
Architectural and Engineering Fees	\$ 700,000.00	\$ 770,000.00	\$ 70,000.00
Miscellaneous Project Costs	\$ 500,000.00	\$ 500,000.00	\$ 0.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 399,114.00	\$ 429,114.00	\$ 30,000.00
Total Project Budget	\$ 9,699,114.00	\$ 12,699,114.00	\$ 3,000,000.00

Proposed Funding Source(s): UMMC SSA [Shared Services Account] – Building Improvements (\$3,000,000); Broadband Technology Opportunities Program (BTOP) Grant (9,699,114.00)

Staff Recommendation: *Board staff recommends approval of this item.*

APPROVAL OF OTHER REAL ESTATE REQUESTS

4. UM – Naming of the Former Baptist Memorial Hospital as the “South Oxford Center”

Project Request: The University of Mississippi requests permission to name the former Baptist Memorial Hospital as the “South Oxford Center”.

Purpose: The University of Mississippi took possession of the property at 2103 South Lamar Avenue (*the former Baptist Memorial Hospital*) on March 1, 2018. As occupancy of the building draws closer, a new name is necessary to help change the perception of the facility and make it feel more like a part of the Oxford campus therefore the University of Mississippi is seeking to name the complex, the South Oxford Center.

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The University of Mississippi is acting in accordance with Board Policy §917 Naming of Buildings and Facilities, that requires Board approval to be obtained prior to naming or re-naming any institutional building or facility.

Staff Recommendation: Board staff recommends approval of this item.

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1. MSU – APPROVAL TO MODIFY CONTRACT WITH STITES & HARBISON, PLLC AS OUTSIDE COUNSEL

Mississippi State University requests approval to modify a contract with the firm of Stites & Harbison, PLLC as outside counsel to provide services necessary for obtaining patents for designs, processes, products, and other patentable materials developed in connection with the University. This contract has been extended twice with approval from the Board. This modification #4 will extend the term of the contract for one (1) additional year or through June 30, 2019. The rates remain the same, ranging from \$95 to \$360 per hour, with the total amount payable not exceeding \$100,000. All other provisions of the Agreement for Legal Services dated July 1, 2015, shall remain in effect. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

2. UM – APPROVAL TO RENEW CONTRACT WITH ARMSTRONG TEASDALE LLP AS OUTSIDE COUNSEL

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Armstrong Teasdale LLP as outside counsel for the provision of legal services in the area of engineering and physical sciences patent applications and related intellectual property issues. Attorneys Erin Florek and Adam Wuller will be the primary attorneys performing work for the University. The contract originated June, 2011. The term of the proposed contract extension is from July 1, 2018 through June 30, 2019. Hourly rates range from \$250-\$450 for principals, \$175 for Associates, and \$150 for paralegals. These rates are increased for some of the attorneys who may do work under the contract, but at least \$100/hour below the Firm's customary rates. Total expenditures will not exceed \$100,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

3. UM – APPROVAL TO RENEW CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Butler Snow LLP as outside counsel for the provision of legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. The contract originated in November 2007. The term of the proposed contract extension is July 1, 2018 through June 30, 2019. The blended hourly rate under the contract will be \$295.00 per hour for all attorneys, including patent work and \$95.00 per hour for all legal assistants. These rates are unchanged from last year and are competitive with or less than those charged by similarly qualified attorneys. Total expenditures will not exceed \$100,000. The Attorney General has approved this request.

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STAFF RECOMMENDATION: Board staff recommends approval of this item.

4. UM – APPROVAL TO RENEW CONTRACT WITH EVANS PETREE, PC AS OUTSIDE COUNSEL

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Evans Petree, PC as outside counsel to advise and represent the University with respect to construction matters, including but not limited to construction and design professional contracts, public procurement, potential bid protests, and other matters related to design, construction, and project management and related disputes. Joseph T. Getz will be the primary attorney performing work for the University. The contract originated in March, 2013. The term of the proposed contract is from July 1, 2018 to June 30, 2019. The proposed hourly rates are unchanged with Partners ranging from \$265 to \$295 per hour, Associates from \$175 to \$225 per hour, and Paralegal services from \$95 to \$110 per hour. The maximum amount payable under the contract will be \$40,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

5. UM – APPROVAL TO RENEW CONTRACT WITH HERSHKOVITZ & ASSOCIATES, LLC AS OUTSIDE COUNSEL

The University of Mississippi requests approval to renew its contract for professional services with the New York law firm of Hershkovitz & Associates, LLC (“Hershkovitz”) as outside counsel so that Eugene Rzucidlo, an attorney practicing with Hershkovitz, may continue to assist the University with pharmaceutical and natural products patent applications and related intellectual property and commercialization issues. Mr. Rzucidlo is one of a few patent lawyers in the world who is also a natural products chemist, and the University has worked with Mr. Rzucidlo on the most challenging natural products patents for many years. Mr. Rzucidlo’s hourly rate is \$595 per hour, which is the same as the University paid during the last contract period and is comparable to similarly qualified and experienced patent counsel. The term of the proposed contract is from July 1, 2018 to June 30, 2019, and total expenditures will not exceed \$250,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

6. UM – APPROVAL TO RENEW CONTRACT WITH MAYO MALLETTE PLLC AS OUTSIDE COUNSEL

The University of Mississippi requests approval to renew its contract for legal services with the law firm of Mayo Mallette, PLLC as outside counsel so that it may continue to assist the University with the Blackburn Estate, as well as real estate matters, compliance advice, and other local matters. The hourly rate for these services will remain unchanged at \$165

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for Principals, \$135 for Associates, and \$65 for Paralegals. The proposed contract extension term is from July 1, 2018 to June 30, 2019, and total expenditures will not exceed \$60,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

7. UM – APPROVAL TO RENEW CONTRACT WITH STITES & HARBISON AS OUTSIDE COUNSEL

The University of Mississippi requests approval to renew its contract with the law firm of Stites & Harbison, PLLC as outside counsel for the provision of legal services in the area of pharmaceutical patent applications and intellectual property issues. Richard Myers will be the primary attorney performing work for the University. Mr. Myers' hourly rate is \$360, with other professionals who may work on University matters billing between \$95 and \$320 per hour. The term of the proposed contract is from July 1, 2018 to June 30, 2019, and total expenditures will not exceed \$100,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

8. UM – APPROVAL TO RENEW CONTRACT WITH WARE | IMMIGRATION AS OUTSIDE COUNSEL

The University of Mississippi requests permission to renew its contract for professional services with the law firm of Ware | Immigration as outside counsel to provide services as needed regarding immigration matters, including but not limited to the preparation of labor certification applications on behalf of the university for its employees who seek permanent residence status. This contractual agreement is necessary due to amendments by the U.S. Department of Labor to the permanent labor certification regulations, specifically: employers are required to pay the cost of preparing, filing and obtaining certification, and are prohibited from transferring those costs to the beneficiary. This includes a prohibition on the alien paying the employer's attorney fees. The terms of this contractual agreement will be from July 1, 2018 to June 30, 2019, and total expenditures will not exceed \$100,000 during the contract term. The fee for these services are listed in the "Schedule of Legal Fees for Academia," provided below. All services not included in the below fee schedule will be provided at the following hourly rates:

David Ware	\$350
Partners	\$250
Associates	\$175
Paralegals	\$100

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Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes

H-1B petition	\$1500.00
H-1B extension or amendment petitions (we handled original petition)	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition (we handled original)	\$1000.00
E-3 petition or consular processing	\$1500.00
E-3 extension petition (we handled original)	\$1000.00
O-1 petition	\$4000.00
O-1 extension or amendment petition (we handled original)	\$1500.00
Change of status or extension of status for dependents (I-539)	no additional charge
J-1 waiver (IGA or hardship)	
\$6,000.00	
J-1 waiver (Conrad)	
\$6,000.00	

Permanent Residence Process with Labor Certification: Faculty

Special Handling labor certification	\$2000.00
(If position must be readvertised)	\$2500.00
Additional fee if audited	\$500-1500.00
Immigrant petition	\$2500.00

Permanent Residence Process with Labor Certification: Non-Faculty

Labor certification	\$4000.00
Additional fee if audited	\$500-1500.00
Additional fee if subject to supervised recruitment	\$2500.00
Immigrant petition	\$2500.00

Permanent Residence Process: Outstanding Professors and Researchers

Immigrant petition	\$6000.00
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Permanent Residence Process: National Interest Waiver

Immigrant petition	\$6000.00
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Adjustment of Status (any Employment-Based Permanent Residence Matter)

Adjustment of status and related applications (I-765, I-131, etc.), principal	\$2000.00
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Standalone AOS and related applications, principal	\$2500.00
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Adjustment of status and related applications, spouse, if together with principal application and I 140	\$1000.00
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Adjustment of status of each child, concurrent with I 140	\$750.00
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“Standalone” adjustment of status, spouse (not concurrent with I 140).	\$1500.00
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“Standalone” adjustment of status, child	\$1000.00
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Employment Authorization and Advance Parole Renewal

Employment Authorization Renewal per individual	\$500.00
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Advance Parole Renewal per individual	\$500.00
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The Attorney General has approved this request.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

9. UMMC – APPROVAL TO ENTER INTO A CONTRACT WITH BAKER, DONELSON, BEARMAN, CALDWELL AND BERKOWITZ, PC AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Baker, Donelson, Bearman, Caldwell and Berkowitz, PC as outside counsel for the provision of legal services and advice on environmental related issues. The term of the contract will be from July 1, 2018 through June 30, 2019. The rate is \$245 per hour with a maximum amount payable under this contract of \$100,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

10. UMMC – APPROVAL TO ENTER INTO A CONTRACT WITH BRADLEY ARANT BOULT CUMMINGS, LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Bradley Arant Boult Cummings, LLP as outside counsel for the provision of legal services and advice on healthcare regulatory and compliance matters, healthcare administrative hearings and general healthcare related matters. The term of the contract will

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be from July 1, 2018 through June 30, 2019. The rate is \$245 per hour with a maximum amount payable under this contract of \$100,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

11. UMMC - APPROVAL TO ENTER INTO A CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Butler Snow LLP as outside counsel for the provision of legal services and advice on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues, and commercial and general matters. The term of the contract will be from July 1, 2018 through June 30, 2019. The rate will be \$295 per hour with a maximum amount payable under this contract term of \$700,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

12. UMMC – APPROVAL TO ENTER INTO A CONTRACT WITH GORE, KILPATRICK AND DAMBRINO AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Gore, Kilpatrick and Dambrino as outside counsel for the provision of guidance to UMMC personnel during hearings, depositions and meetings in Grenada, MS. The term of the contract will be from July 1, 2018 through June 30, 2019. The rate is \$135 per hour with a maximum amount payable under this contract of \$10,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

13. UMMC – APPROVAL TO ENTER INTO A CONTRACT WITH HOGAN LOVELLS US LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Hogan Lovells US LLP as outside counsel to advise on matters related to healthcare transactions, tax, antitrust, and regulatory matters related to academic medical center strategy and business issues. The term of the contract will be June 1, 2018 through June 30, 2019. The rate will be \$891 per hour with a maximum amount payable under this contract term of \$225,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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14. UMMC – APPROVAL TO ENTER INTO A CONTRACT WITH JONES WALKER LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Jones Walker LLP as outside counsel to advise UMMC and the Medical Center Education Building Corporation (EBC) on legal issues concerning bond financing and compliance with IRS regulations regarding tax-exempt bonds, and other related matters. The term of the contract will be June 1, 2018 through June 30, 2019. The rate will be \$225 per hour with a maximum amount payable under this contract term of \$25,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

15. UMMC – APPROVAL TO ENTER INTO A CONTRACT WITH STITES AND HARBISON, PLLC AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Stites and Harbison, PLLC as outside counsel to perform services related to tech transfer matters and to obtain patents for designs, processes, products, and other patentable materials developed in connection with UMMC. The term of the contract will be July 1, 2018 through June 30, 2019. The rate will be \$360 per hour with a maximum amount payable under the contract of \$100,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

16. UMMC – APPROVAL TO ENTER INTO A CONTRACT WITH WALKER & UNGO, LLC AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Walker & Ungo, LLC as outside counsel to provide services as needed in preparing labor certification applications on behalf of the university for its employees who seek permanent residence status. The term of the contract will be July 1, 2018 through June 30, 2019. The rates are set out in the Schedule of Fees below. The maximum amount payable under the contract is \$50,000.

**Labor Certification Fees
Walker & Ungo**

PERM

Initial Fee:	\$2500
I-140:	\$2000
I-485:	\$2000
Family members:	\$500 per family member

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EB-1 (Outstanding professor/researcher, extraordinary ability) and Special Handling Labor Certification

Initial Fee:	\$2000
On approval of I-140 or special handling:	\$2000
I-485:	\$2000
Family members:	\$500 per family member

The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

17. UMMC – APPROVAL TO ENTER INTO A CONTRACT WITH WALLER, LANSDEN, DORTCH AND DAVID AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Waller, Lansden, Dortch and Davis as outside counsel to advise on healthcare regulatory and compliance matters, healthcare administrative hearings, and general healthcare related matters. The term of the contract will be June 1, 2018 through June 30, 2019. The rate will be \$295 per hour with a maximum amount payable under this contract term of \$50,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

18. UMMC – APPROVAL TO ENTER INTO A CONTRACT WITH WARE IMMIGRATION AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Ware Immigration as outside counsel to provide services as needed in preparing labor certification applications on behalf of the university for its employees who seek permanent residence status. The term of the contract will July 1, 2018 through June 30, 2019. The rates are set out in the schedule of fees below. The maximum amount payable under the contract is \$50,000.

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes

H-1B petition	\$1500.00
H-1B extension or amendment petitions (we handled original petition)	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition (we handled original)	\$1000.00

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E-3 petition or consular processing	\$1500.00
E-3 extension petition (we handled original)	\$1000.00
O-1 petition	\$4000.00
O-1 extension or amendment petition (we handled original)	\$1500.00
Change of status or extension of status for dependents (I-539) no additional charge	
J-1 waiver (IGA or hardship)	\$6000.00
J-1 waiver (Conrad)	\$6000.00
<u>Permanent Residence Process with Labor Certification: Faculty</u>	
Special Handling labor certification	\$2000.00
(If position must be readvertised)	\$2500.00
Additional fee if audited	\$500-1500.00
Immigrant petition	\$2500.00
<u>Permanent Residence Process with Labor Certification: Non-Faculty</u>	
Labor certification	\$4000.00
Additional fee if audited	\$500-1500.00
Additional fee if subject to supervised recruitment	\$2500.00
Immigrant petition	\$2500.00
<u>Permanent Residence Process: Outstanding Professors and Researchers</u>	
Immigrant petition	\$6000.00
<u>Permanent Residence Process: National Interest Waiver</u>	
Immigrant petition	\$6000.00
<u>Adjustment of Status (any Employment-Based Permanent Residence Matter)</u>	
Adjustment of status and related applications (I-765, I-131, etc.), principal	\$2000.00
Standalone AOS and related applications, principal	\$2500.00
Adjustment of status and related applications, spouse, if together with principal application and I 140	\$1000.00
Adjustment of status of each child, concurrent with I 140	\$ 750.00

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“Standalone” adjustment of status, spouse (not concurrent with I 140).	\$1500.00
“Standalone” adjustment of status, child	\$1000.00

Employment Authorization and Advance Parole Renewal

Employment Authorization Renewal per individual	\$ 500.00
Advance Parole Renewal per individual	\$ 500.00

General Legal Advice and Unusual Matters Which Fall Outside This Fee Schedule

Such matters will be billed at our hourly rates:

David Ware	per hour billed	\$350.00
WI Partners	per hour billed	\$250.00
Associate Attorneys	per hour billed	\$175.00
Paralegals	per hour billed	\$100.00

The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

19. UMMC - APPROVAL TO ENTER INTO A CONTRACT WITH WATKINS AND EAGER, PLLC AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Watkins and Eager, PLLC, to provide legal services related to real estate and employment related matters. The term of the contract is June 1, 2018 through June 30, 2019. The hourly rate is \$165 with a maximum amount payable under this contract of \$350,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

20. UMMC - APPROVAL TO ENTER INTO A CONTRACT WITH THE WHITFIELD LAW GROUP, PLLC AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with the Whitfield Law Group, PLLC, to provide legal services related to personnel matters. The term of the contract is July 1, 2018 through June 30, 2019. The hourly rate is \$165 with a maximum amount payable under this contract term of \$250,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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21. UMMC – APPROVAL TO ENTER INTO A CONTRACT WITH WORKMAN NYDEGGER AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Workman Nydegger as outside counsel to perform services related to tech transfer matters and to obtain patents for designs, processes, products, and other patentable materials developed in connection with UMMC. The term of the contract will be July 1, 2018 through June 30, 2019. The fees vary as set out in the following Fee Schedule. The maximum amount payable under the contract is \$50,000. The Attorney General has approved this request.

Schedule of Selected Discounted Fees for UMMC

Services	Fees
Provisional Mechanical Patent Application (Specification Only)	\$3000-\$4000
Provisional Mechanical Patent Applications (Claims Based)	\$5000-\$7000
Provisional Software Patent Application (Specification Only)	\$3000-\$4000
Provisional Software Patent Applications (Claims Based)	\$5000-\$7000
Provisional Chemical Patent Applications (Specification Only)	\$3500-\$4500
Provisional Chemical Patent Applications (Claims Based)	\$5500-\$7500
Conversion of Provisional Application to Utility	\$2000-\$8000*
Utility Patent Application (Mechanical)	\$7500
Utility Patent Application (Software)	\$8000
Utility Patent Application (Chemical, Biotech)	\$8500
Response to Office Action (No Interview)	\$2500
Response to Office Action (Interview)	\$3000
Response to Restriction Requirement (without traverse, no argument)	\$500
Response to Restriction Requirement (with traverse, argument)	\$1000-\$1500
PCT Filing Based on U.S. Utility	\$1200
U.S. Utility Based on PCT	\$850
National Entry from PCT (per country)	\$650
Annuity/Maintenance Fees	\$300
Official Filing Receipt (Confirm filing data, initial docketing entry)	\$65
Request for Corrected Filing Receipt	\$300
Response to Notice to File Missing Parts	\$600
Record Assignment (E-filing, confirm acceptance of assignment, advise client and update docket)	\$100
Request to Correct Assignment Recordation	\$275
Patent Publication (Confirm filing and inventor information, priority dates, comprehensive docket update for relate cases, etc.)	\$65
Notice of Allowance (US/Foreign – Includes preparation of clean copy of allowed claims, drawing changes as required and response to reasons for allowance as applicable, issue fee transmittal, checking entry of amendments to specification and claims in foreign cases)	\$900

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Original Patent (US/Foreign – Reporting, docket entry of dates for maintenance fees, reissue, etc.)	\$300
Proofreading Issued Patent (Filing certificate of correction as applicable, reporting to client)	\$850
Review of PTO Calculation of PTA	\$300
Request for Recalculation of PTA	\$300
Standard Notifications (Record copy, search copy, national stage entry, etc.)	\$30
Request for Examination (Reminder, responding to request for instruction from foreign counsel, following up on client instructions)	\$150
Review Examination Report (Identify art for IDS in any corresponding case, report to client)	\$650

*This work requires a wide range because of difficulty to provide a fixed fee as some provisionals are well crafted and others provide little or no benefit in preparing the utility.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

22. USM – APPROVAL TO ENTER INTO A CONTRACT WITH BRYAN, NELSON, SCHROEDER, CASTIGIOLA & BANAHAN, P.A. AS OUTSIDE COUNSEL

The University of Southern Mississippi requests approval to enter into a contract with Bryan, Nelson, Schroeder, Castigliola & Banahan, P.A., as outside counsel to perform services as necessary and render legal advice and recommendations in the practice areas of admiralty and maritime law, including but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The scope of services would also include advice and assistance with contracts, leases and other commercial agreements, general legal advice, commercial and regulatory matters, as well as litigation related to any of the activities described herein. The request includes the use of any and all attorneys employed by the firm, at the discretion of the firm, whose expertise and experience is required to assist in the representation of the University pursuant to the agreement. The hourly rate is \$195 for attorneys and \$90 for paralegal services with a maximum amount payable of \$50,000. The term of the contract will be July 1, 2018 through June 30, 2019. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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23. USM – APPROVAL TO ENTER INTO A CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL

The University of Southern Mississippi requests approval to enter into a contract with Butler Snow LLP, as outside counsel to perform services as necessary in the practice areas of taxation, intellectual property and commercial matters, including trademark, copyright and patent matters. In addition, the firm will provide legal advice and representation to the University in matters relating to issues and disputes with the Federal Emergency Management Agency (FEMA). The hourly rate will be \$295 for all attorneys and \$95 for legal assistants with a maximum amount payable under the contract of \$50,000. The term of the contract will be July 1, 2018 through June 30, 2019. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

24. USM – APPROVAL TO RENEW A CONTRACT WITH MAYO MALLETTE PLLC AS OUTSIDE COUNSEL

The University of Southern Mississippi requests approval to renew a contract with Mayo Mallette PLLC, as outside counsel to perform services as necessary and render legal advice in the practice areas of higher education law, employment law, First Amendment matters, academic tenure, student affairs, OFCCP, Title IX, NCAA compliance, disability law, and athletics. The request includes the use of any and all employed by the firm, at the discretion of Mary Ann Connell and Cal Mayo, whose experience and expertise is required to assist in the representation of the University pursuant to the agreement. The hourly rate to be charged will be \$195 for attorneys and \$90 for paralegal services with a maximum amount payable under the contract of \$40,000. The term of the contract will be from July 1, 2018 through June 30, 2019. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

25. USM – APPROVAL TO ENTER INTO A CONTRACT WITH WARE | IMMIGRATION AS OUTSIDE COUNSEL

The University of Southern Mississippi requests Board approval to renew the contract for the firm of Ware | Immigration as outside counsel to provide services as needed in preparing labor certification applications and permanent residence process on behalf of the University for its professors, researchers, and employees who seek permanent residence status and to further provide other related services relating to immigration and naturalization at the University's request. The agreement authorizes the law firm to assign any and all attorneys employed by the law firm who, at the discretion of the law firm, can provide the experience and expertise necessary to effectively represent the University in all matters set forth in the description of services to be provided. In addition to the fees

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reflected on the Schedule of Legal Fees, the University may seek general legal advice on immigration matters. For non-scheduled legal fees, attorneys' advice will be billed on an hourly basis. David Ware's hourly rate is \$300 and all other attorneys will be billed at the hourly rate of \$200. The terms of this contractual agreement will be for the period of time from July 1, 2018 through June 30, 2019, for a maximum amount payable of \$50,000 during the contract term. The proposed fees are as indicated below:

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes

H-16 petition	\$1500.00
H1B extension or amendment petitions	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition	\$1000.00
E-3 petition or consular processing	\$1500.00
E-3 extension petition	\$1000.00
O-1 petition	\$4000.00
O-1 extension or amendment petition	\$1500.00

Change of status or extension of status for dependents (I-539) no additional charge

J-1 waiver (IGA or hardship)	\$6000.00
J-1 waiver (Conrad)	\$6000.00

Permanent Residence Process with Labor Certification: Faculty

\$2000.00	“Special Handling: labor certification (must be paid by University*)
	\$2500.00 if position must be readvertised
\$1000.00	Additional fee if audited
\$1500.00	Immigrant petition
\$1500.00	Adjustment of status and related applications (i-765, 1-131, etc.) by employee
\$750.00	Adjustment of status and related applications each spouse or child.

***U.S. Department of Labor requires employers to pay all costs associated with labor certification, including legal fees and advertising costs; employees may pay other fees.**

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Permanent Residence Process: Outstanding Professors and Researchers

\$7000.00	Immigration petition
\$1500.00	Adjustment of status and related applications by employees
\$750.00	Adjustment of status and related applications each spouse or child

Since labor certification is not required, employees may pay all fees

Permanent Residence Process: National Interest Waiver

\$7000.00	Immigrant petition
\$1500.00	Adjustment of status and related applications by employee
\$750.00	Adjustment of status and related applications each spouse or child

**Since labor certification is not required, employees may pay all fees.
In all cases, fees may be paid in monthly installments to be arranged with attorney.**

The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

26. USM – APPROVAL TO ENTER INTO A CONTRACT WITH WISE CARTER CHILD & CARAWAY, P.A. AS OUTSIDE COUNSEL

The University of Southern Mississippi requests approval to enter into a contract with Wise Carter Child & Caraway, P.A. as outside counsel to perform services as necessary in the practice area of real estate, commercial matters, contracts, general administrative matters, real estate closings, title opinions, general legal advice, and litigation related to any of the activities described herein. The hourly rate to be charged will be \$195 for attorneys and \$90 for paralegal services with a maximum amount payable of \$10,000. The term of the contract will be from July 1, 2018 through June 30, 2019. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

27. USM – APPROVAL TO ENTER INTO A CONTRACT WITH RICHARD & THOMAS AS OUTSIDE COUNSEL

The University of Southern Mississippi requests approval to enter into a contract with Richard & Thomas as outside counsel to perform real estate services for multiple real estate closings. It is anticipated that the University will have a minimum of two closings with the possibility of a maximum of ten closings during the period from July 1, 2018, until June 30, 2019. The closings will be for purchases of property near the Hattiesburg campus. It is

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expected that each closing will cost the University approximately \$1,000. The maximum amount budgeted for payment under the contract is \$2,500. The attorney's average hourly rate, depending on services rendered, is \$150. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

28. MUW – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE MISSISSIPPI UNIVERSITY FOR WOMEN ALUMNI ASSOCIATION

IHL Board Policy 301.0806 University Foundation/Affiliated Entity Activities requires that each University enter into a formal contractual Affiliation Agreement with its development foundations, research foundations, athletic foundations, alumni associations and any other similar university affiliated entity in a form approved by the Board. This Affiliation Agreement shall be reviewed for approval by the Board at least every five (5) years or anytime there are substantive changes made to an Agreement. The Board of Trustees has granted extensions on affiliation agreements approved by the Board in 2010. The Mississippi University for Women requests Board approval of the below proposed affiliation agreement between the University and the Mississippi University for Women Alumni Association. The proposed affiliation agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General's Office has approved this request.

**Affiliation Agreement between
Mississippi University for Women and the
Mississippi University for Women Alumni Association**

This Affiliation Agreement (Agreement), dated _____, is between Mississippi University for Women (the University), and the Mississippi University for Women Alumni Association (the Association).

RECITALS

1. This Agreement is mandated by the Board of Trustees of the State Institutions of Higher Learning (IHL), as set forth in IHL Policy 301.0806.
2. The University is a state institution of higher learning established pursuant to the laws of the State of Mississippi. The Association is a Mississippi non-profit corporation and is recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code.
3. The University has a strong interest in maintaining a favorable relationship with its graduates, former students, and friends of the University.

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4. The Association exists to promote the mission of the University by (i) establishing and maintaining a quality relationship between the University and its alumni, former students, and friends; (ii) service to the University through awards and other appropriate recognition to students, alumni, and faculty for their contributions to the University and community, and (iii) promoting the general welfare and interests of the University by alumni service to the University.
5. The Association serves the University by attracting, organizing, and encouraging graduates, former students, and friends throughout Mississippi and the world to advance the University's mission.
6. The University and the Association desire to interact and cooperate to serve the interests of the University.
7. The Association requires services from the University. The University is willing and able to provide those services to the Association. This relationship benefits not only the Association, but the University by facilitating the Association's achievement of the Association's mission to benefit the University.
8. The University and the Association, by this Agreement, recognize the relationship between the University and the Association, clarify the respective rights and responsibilities of the University and the Association, and identify emerging areas of collaboration.
9. The University and the Association desire to define the arrangements concerning services, use of facilities, and activities as set forth in this Agreement.

In consideration of these recitals and the mutual covenants contained in this Agreement, the University and the Association agree, as follows:

ARTICLE 1. RELATIONSHIP, PERSONNEL AND SERVICES

The Association may use, with the approval of the University President, such administrative, professional, and other University employees from time to time as are needed to carry out the purposes of the Association as agreed by the University.

ARTICLE 2. THE ASSOCIATION'S OBLIGATIONS

2.1 The Association agrees to provide an organizational framework for volunteer service to the University through geographic area alumni groups or special interest alumni groups. The Association will serve as the most widely accessible medium for graduates, former students, and friends of the University to maintain relationships with the University. Nothing in this Agreement shall be construed to give the Association control of or authority over other affiliates supporting the University and its constituent

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units. The Association will work cooperatively and in good faith with these organizations to promote the interests of the University and its relationship with its alumni.

2.2 The Association agrees that it will use its resources for the sole and express purpose of advancing the University's mission. The Association further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless the University consents to the proposed amendment.

2.3 The Association agrees to provide volunteers to serve the University and to assist the University in developing and supporting programs and services, including, but not limited to, administration, maintenance, and enhancement of the alumni data base; operation of homecoming and reunion programs; maintenance of a faculty awards; participation in-advancement endeavors; maintenance of a career services program; maintenance of programs serving the University's student population; and participation in scholarship programs, award recognition programs, student recruitment programs, and special events.

2.4 At least thirty days before the end of each Fiscal Year (June 30) during this Agreement, the Association shall submit an annual budget for the forthcoming Fiscal Year to the University President.

2.5 The Association must cause to be prepared annual financial statements of the condition of the Association, which shall include such detail as the IHL Board may from time to time require. The Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Association's annual financial statements. The Association shall submit the audited financial statements, along with a list of Association officers, directors or trustees, not later than five months following the completion of the Association's fiscal year, to the University President and to IHL. However, the annual audited financial statement of the Association may be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If the Association will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Associate Commissioner of Finance and the external auditing firm hired to perform the annual IHL system audit, the Association must submit annual audited financial statements to the University President and to the IHL, along with a list of Association officers, directors or trustees, by October 15 of each year. The IHL Board's Associate Commissioner of Finance shall notify the Association of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Association must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Association's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm

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must be submitted on an annual basis. However, at the request of the Association, the University President, with the approval of the IHL Board, may grant a request of the Association to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Association are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Association and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Association in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Association (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Association shall contemporaneously submit an annual report to the University and to the IHL providing a detailed list of supplemental compensation which was submitted to the University for the purpose of providing additional compensation to University employees or paid directly to University employees. This reporting requirement does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.6 The Association may not underwrite, pay, or provide additional compensation to the University President or any IHL system office employee without the prior approval of the IHL. Any such request for approval shall be made through the IHL Commissioner to the IHL. Additionally, the Association may not provide or pay compensation to any other University employee without prior approval of the University President, and any such approval shall be reported to the IHL by the Association at the IHL's next meeting. This provision does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.7 The Association acknowledges and agrees that the University owns all copyright, interest in, and right to all trademarks, trade names, logos, and service marks developed by the University, including any trademarks, trade names, logos, and service marks historically associated with or used by the Association. The Association may only use the University's name, symbols, trademarks, trade names, logos, and service marks consistent with the University policy, including but not limited to any symbols, trademarks, trade names, logos, and service marks developed by the University for use by the Association. Upon termination of this Agreement the Association shall be prohibited

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from using the name, symbols, trademarks, trade names, logos, and service marks of the University.

2.8 The Association shall maintain a Funds Management Agreement with Mississippi University for Women Foundation, Inc. (the Foundation) to provide for the Foundation's receipting and accounting for gifts, membership dues and miscellaneous income designated for the Association, any current local chapters and any local chapters formed by the Association after the date of this Agreement. The Funds Management Agreement initially entered into on October 25, 2012 and subsequently renewed on October 25, 2017 by its term is incorporated herein and attached as Appendix A. This agreement is necessary to assure that any funds are received and accounted for consistent with the policies and practices adopted by the Foundation and consistent with the Affiliation Agreement between the University and the Foundation and to provide for the Foundation's management on behalf of the Association of all Association assets. Pursuant to the relationship with the Foundation and the Association, an annual financial statement will be prepared on the condition of the entities, which shall include such detail as the IHL Board may from time to time require.

The Association, through the Foundation, will satisfy its obligation to engage a Certified Public Accounting (CPA) firm to perform annual audits of the entities' financial statements which are to be submitted, along with a list of officers, directors and trustees, to the University President and IHL not later than five months following the completion of the entities' fiscal year. As the Association's funds will be maintained and included in the financial statement of the Foundation, all obligations stated in IHL Policy 301.0806, as may be amended from time to time, will be satisfied through the Foundation's compliance with the same policy.

2.9 The Association shall provide the University President reasonable notice of any regular, annual, or special meetings of the Association (including, but not limited to, meetings of the governing board, any committee and the membership), and the University President (or the President's designee) shall have the right to attend any such meetings.

2.10 The University may from time to time make requests of the Association or seek assistance from the Association in accomplishing the University's mission, and the Association agrees that it will use its best efforts to provide such assistance.

2.11 The Association has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of the University and to support the University.

2.12 To assure that the resources and services provided by the University are expended for the ultimate benefit of the University, as long as this Agreement is in effect,

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the Association, working with the University Director of Development and Alumni, shall provide to the University, not less often than annually, the following information:

1. A report specifying how the University resources and services were used, and the benefits (both financial and intangible) to the University arising from that use;
2. A description of proposed activities for the coming year. The description shall be developed with input from and the approval of the University's Director of Development and Alumni; and
3. The Association's current financial policies, procedures and controls, if any, as set forth in its Articles of Incorporation or By-Laws.

2.13 The Association agrees to maintain its financial and accounting records, if any, in accordance with generally accepted accounting principles. The records shall be maintained separately from those of the University. The University President shall have the right upon two days' notice to inspect the books and records of the Association during normal office hours.

The Association agrees to retain all books, accounts, reports, files and other records of the Association relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by the University, or their agents, during the term of and for a period of five years after the completion of this Agreement. Such records shall be provided at the University's Development and Alumni Office in Columbus, Mississippi, or such other location as designated by the University upon reasonable notice to the Association. To the extent that information is inspected, reviewed or received by the University President or his/her designees, with respect to the identity of donors, sponsors, or members who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors, sponsors, or members, with respect to personal, commercial, or proprietary information relating to a donor or member or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Association by third parties, such information shall be treated as confidential by the University President and by any designee who may review or acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit the University determines that University funds or resources have been expended for purposes inconsistent with this Agreement, the Association, upon demand by the University, shall reimburse the University for such misused funds, and the University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other

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use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes.

2.14 The University's Office of Development and Alumni shall work with the Association in setting goals for the Association in conjunction with the University's goals and priorities.

2.15 The Association shall adopt and maintain a conflict of interest policy that complies with the requirements of Miss. Code Ann. § 79-11-269 (1972), as amended from time to time.

2.16 The Association may establish a dues structure for its membership. The Association shall not enter into any transaction that creates any liability for the University.

2.17 No member of the Association can encumber the University's funds or otherwise bind the University in any way.

2.18 No University assets will be managed by the Association.

2.19 If the Association should cease to exist, any Association assets donated to the Association for the benefit of the University must be transferred to the University or to another non-profit entity designated by the University.

2.20 All fundraising by the Association must be approved and coordinated by the University's Office of Development and Alumni.

2.21 The Association may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed five years.

2.22 The Association's By-Laws shall specify, among other things, a process for selecting or electing members of the governing board that requires the Association to use best efforts to achieve racial, gender, and generational diversity in composition of the governing board.

2.23 The process for nominations for the Association Officers shall be an inclusive process designed to achieve representation that reflects the membership of the alumni.

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2.24 The Association must obtain written approval from the University President for any formal merger or affiliation between the Association and any other entity.

2.25 The Association shall not accept any gift, donation or grant or enter into any transaction that creates any liability for the University, without advance written approval of the University President.

2.26 The Association agrees to manage all funds in its control in a fiscally sound and prudent manner.

ARTICLE 3. THE UNIVERSITY'S OBLIGATIONS AND IN-KIND SUPPORT

3.1 The University grants the Association a non-exclusive, non-transferable license to use University trademarks, trade names, service marks, and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Association.

3.2 The University grants the Association an exclusive, transferable license to use University trademarks, trade names, service marks, and logos historically associated with the Association or developed by the University or the Association for the Association's use.

3.3 The University agrees to designate the Association as an official affiliated entity of the University.

3.4 The University shall provide the Association such other rights, privileges or benefits as the University President, in the University President's sole discretion, may determine will assist the Association in discharging its obligations under this Agreement.

3.5 The University President shall be an ex-officio non-voting member of the Association's governing board and shall be given reasonable notice of any meeting of the governing board, as required by Section 2.9 of this Agreement.

3.6 Subject to the availability of funding and the budget process, the University agrees in good faith to provide the Association with resources suitable in the University's judgment for the accomplishment of the Association's activities for the University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of the University and the Association. No provision in this Agreement shall be construed to give the Association any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available

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to the Association under the terms of this agreement shall remain the property of the University unless sold, conveyed or transferred to the Association by way of a separate written agreement.

3.7 The University President will encourage all parts of the University to collaborate with the Association in implementing the Association's programs and services.

3.8 The University President agrees to inform the Association on a regular basis of the University's needs and priorities or, if necessary, as the need arises.

ARTICLE 4. COMPLIANCE

4.1 The Association shall comply with all federal and state laws and regulations and shall comply with any compliance, financial, accounting, audit, and regulatory guidelines as may be required by IHL.

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

ARTICLE 5. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the University, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the licensed premises. The Association agrees to reimburse the University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 6. REPORTING

6.1 The Association shall, by December 1 of each year during the life of this Agreement, submit a detailed annual report of the work and financial condition of the Association to the President, and any other reports as required by this Agreement, the By-Laws of the Association, the policies of the University's governing board or by other applicable law and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the Association, by IHL policies or by other applicable

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law, including but not limited to any and all reports required by Articles 2.5 and 2.6 of this Agreement.

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

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

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

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ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement shall have a term of five years, if not renewed by mutual consent of the parties before that date.

7.2 The University may terminate this Agreement without cause with thirty days written notice to the Association and prior approval of IHL, acting upon its minutes.

7.3 The University may terminate this Agreement for cause without notice to the Association but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Association may not terminate the agreement without the consent of the University President and the IHL Board.

7.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 7.1, Articles 2.7, 2.13, 2.19, 5, 7, and 8 shall survive the termination.

7.5 Upon termination and/or non-renewal of this Agreement, (1) the Association shall cease to use and shall not assign or delegate the authority to use the University's name, symbols, trade names, registered marks or logos to any person or entity without the written approval of the University President, (2) the Association shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Association shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the Association shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by University President; and (5) the Association shall work in concert with the University to provide the University or its designee with records and materials of the Association necessary to continue the business and/or wind up the affairs of the Association.

7.6 The Association agrees to cease using the University's name, marks, symbols and logos in the event the Association dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

7.7 The University and the Association desire to work together in an environment of mutual cooperation and support. In addition, Association Board Members shall be elected to terms not to exceed three years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Association and the mission of the University.

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7.8 If the University President determines that the cooperation between the University and the Association is not in place and is, as a result, detrimental to the best interests of the University, the President shall notify the Commissioner of Higher Education and the IHL shall attempt to reconcile the parties, including through mediation if advisable. If the IHL determines and notifies the University President that it is in the best interest of the University to substitute new members of the Board of Directors of the Alumni Association, the University President may direct that at the expiration of a ninety-day period, the terms of office of 100% of the Directors shall be deemed to have expired. Upon such event, a five-person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the MUW Foundation, (4) one member appointed from within and by the group of alumni donors to the University whose lifetime outright giving to the University, through the MUW Foundation, exceeds \$50,000, and (5) one member appointed from within and by the recipients of the Alumnae Achievement Award or the Medal of Excellence; however, the groups selecting the fourth and fifth members of the Commission may not appoint as a member of the Commission anyone who at the time of the appointment is serving as (i) a University employee or (ii) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall then appoint, within the ninety day period, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Association.

ARTICLE 8. MISCELLANEOUS PROVISIONS

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

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

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

8.4 The University and the Association agree that the Association's donor and giving records and any other financial or commercial information possessed by the Association or provided by the Association to the University concerning individuals or corporations that provide the Association financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as

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provided otherwise in Article 2.13 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Association agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Association.

8.5 In the performance of this Agreement, the Association shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

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

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

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

8.9 The Association's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

APPROVAL OF NON-EMPLOYEE IN-STATE LOBBYISTS

Board Policy 201.0506 Political Activity requires annual Board approval of the use of all outside lobbyists which will perform lobbying activities within the State of Mississippi on behalf of any of the institutions prior to an institution contracting therewith. In addition, Board Policy 201.0506 requires that the Board approve the actual contract with such a lobbyist. The request for approval must include disclosure of all other clients represented by the proposed lobbyist, as well as the specific source of funding to be used for payment of the lobbyist, including expenses. The request must indicate whether funding is to be derived from state general funds or self-generated funds. Further, the contractual agreement with such an outside lobbyist to conduct in-state lobbying must provide that the agreement is either terminable at will, or it must contain a provision that

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provides that such contract may be terminated by IHL or the client institution if IHL or the institution determines that a new client of the lobbyist creates a conflict. Lastly, board policy requires that such lobbyists are required to apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution, and to coordinate those activities within system strategies and processes prescribed by the IHL Board. In response to the various requirements of Board Policy 201.0506 regarding the approval requirements in order to use an outside lobbyist for lobbying activities within the State of Mississippi, the institutions have submitted the following for the Board's consideration.

29. JSU – APPROVAL OF WORTH THOMAS AS IN-STATE LOBBYING CONSULTANT

Jackson State University requests approval of a consulting agreement between the university and Worth Thomas of W.T. Consultants, who will provide a full scope of legislative liaison services within the State of Mississippi, with such services designed to achieve the state agency and governmental relations goals of Jackson State University. The requested contract amount is \$80,000.00 and will be paid from self-generated funds of the Jackson State University Foundation allocated for JSU Program Support. The Attorney General's Office has approved this request.

Client List:

1. Altria Client Services, Inc.
2. AT&T
3. American Red Cross
4. Biosketch
5. Blake Enterprise
6. Cash Depot
7. City of Jackson
8. Hinds County Board of Supervisors
9. Jackson Municipal Airport Authority
10. Jackson State University
11. MS Action for Progress
12. MS Baptist Health Systems, Inc.
13. MS Power
14. Millcreek, MS a division of Acadia Health Co.
15. Senior Care Centers of MS, LLC d/b/a Baptist Adult Day Health Services
16. YMCA

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**JACKSON STATE UNIVERSITY
LEGISLATIVE LIAISON
CONSULTANT SERVICES AGREEMENT**

This agreement ("Agreement") entered into by and between Worth Thomas dba W.T. Consultants, ("WTC"), located at 200 South Lamar Street, Post Office Box 774, Jackson, MS 39205 and Jackson State University ("JSU"), and Jackson State University Development Foundation, located at 1400 J.R. Lynch Street, Jackson, MS 39217.

1. SCOPE OF SERVICES. WTC agrees to provide consulting services with respect to state agencies and officials within the State of Mississippi to include (without limitation) direct communication with legislators or other officials concerning relevant legislation, as part of JSU exploring the best possible avenues for implementation of its legislative and economic development agenda. Consultant will coordinate all services and activities with the President of Jackson State University, and/or any representative designated by the President. WTC agrees to comply with all laws, registration or any other requirements of any governing body overseeing such Services as performed in this Agreement, including but not limited to, the compliance requirements of the Lobbying Law Reform Act of 1994 as well as Mississippi Code § 37-101-15(d), as well as any by-laws of the Mississippi Institutions of Higher Learning, Board of Trustees. WTC agrees to adhere to the requirements of the Mississippi State Institutions of Higher Learning bylaws, including IHL Board Policy 201.0506(3), as amended and as may be hereafter revised. Specifically, WTC agrees to apprise the IHL Board, through the Commissioner, of all new clients after engaging the client or clients. Under Policy 201.0506(3), WTC shall also apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution and shall coordinate those activities within system strategies and processes prescribed by the Board.

2. REQUIRED FILINGS. WTC shall register as a lobbyist, and file required periodic reports, for JSU with the Secretary of State of Mississippi relating to lobbying laws in Mississippi. WTC will also advise and assist JSU, at its request, in fulfilling all JSU-related reporting as required under State Lobbying laws.

3. TERM OF AGREEMENT. The Term of this Agreement shall commence on the date of execution of this Agreement and shall continue in full force to June 30, 2019, unless otherwise terminated as provided herein. This Agreement may be renewed for an additional period(s) upon written mutual agreement of both parties.

4. PAYMENT. Compensation for Services performed under this agreement shall be \$80,000, payable in quarterly installments, as follows:

September 30, 2018	\$20,000.00
December 31, 2018	\$20,000.00

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March 31, 2019	\$20,000.00
June 30, 2019	\$20,000.00

5. EXPENSES. WTC will be reimbursed for approved reasonable and necessary expenses incurred in performance of services under this Agreement up to a maximum of \$2,500.00 by the Jackson State University Development Foundation via the Foundation's JSU Program Support funds. Invoices for expenses reimbursable hereunder shall be rendered monthly in arrears and shall be due within forty-five (45) days of receipt of invoice to JSUDF. WTC agrees to provide reasonable documentation in support of any reimbursement requests.

6. ADDITIONAL TERMS AND CONDITIONS. All terms and conditions that Jackson State University is required to follow by law, relevant Federal Management Circulars, the Code of Federal Regulations, JSU policy, and governing board bylaws must be adhered to by WTC.

7. TERMINATION. Any party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon termination, any payment earned and unpaid to WTC shall be paid in full within forty-five (45) days of JSUDF's receipt of such invoice. Services performed through a portion of a quarter shall be prorated in accordance with the date of termination.

8. REPORTS. Reports shall be submitted to JSU on a continuous basis, including a report at the end of each project period, and a Final Report to be submitted no later than ten (10) days after the initial term of this contract ends, and after any additional terms agreed to between the parties.

9. CLIENT IDENTIFICATION. WTC represents that it has disclosed a list of its clients as of the date that his Agreement is executed, and WTC agrees to disclose the identity of all new clients which are acquired by WTC during the term of this Agreement (and any extensions thereof) to IHL and JSU. If IHL or JSU determines that a conflict of interest exists in regard to clients of WTC, then JSU may elect to terminate this Agreement by written notification.

10. MISSISSIPPI AGENCY PROVISIONS. The Parties recognize and agree that Jackson State University is a Mississippi Institution of Higher Learning and it is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General.

a. Mississippi Law. This Agreement shall be governed and construed according to the laws of the State of Mississippi.

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b. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.

c. Conflict of Interest. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

d. Records. The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by University or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of the records shall be provided at Jackson State University in Jackson, Mississippi, upon request.

e. E-Verify. The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status of verification system for all newly hired employees.

f. Failure of Legislature to appropriate. If University's performance under this agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate or reduces the funds necessary for performance, then the University may provide written notice of such non-appropriation or reduction and cancel this Agreement without further obligation of the University.

11. COUNTERPARTS. This Agreement may be executed in one or more counterparts (including by email or fax), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

12. RELATIONSHIP. The parties understand that WTC is an independent contractor with respect to JSU and not an employee of JSU. This Agreement is neither intended to nor will it be construed as, creating any other relationship, including one of employment, joint venture, or agency.

13. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement of the parties with respect to the subject matter written.

In Witness whereof, the parties have executed this Government Relation Services Agreement with Worth Thomas dba W.T. Consultants in duplicate counterparts, each of which shall be deemed an original, but both of which shall constitute a single instrument.

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**WT CONSULTANTS
200 South Lamar Street, Suite 1057
P.O. Box 774
Jackson, MS 39205-0774**

**JACKSON STATE UNIVERSITY
Office of the President
1400 J.R. Lynch Street
Jackson, MS 39217**

**Worth Thomas, Consultant
Tax I.D. N Umber: 16 – 1655028**

Dr. William B. Bynum, President

Date: _____

Date: _____

Jackson State University Development Foundation hereby acknowledges the Consultant Worth Thomas dba W.T. Consultants' contract payments and reimbursement expenses shall be paid from the Foundation's JSU Program Support funds.

In Witness whereof, the parties have executed this Government Relation Services Agreement with Worth Thomas dba W.T. Consultants in duplicate counterparts, each of which shall be deemed an original, but both of which shall constitute a single instrument.

**JACKSON STATE UNIVERSITY
DEVELOPMENT FOUNDATION**

By: _____

Print Name

Title

Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**30. MSU – APPROVAL OF CORNERSTONE GOVERNMENT AFFAIRS, LLC AS
IN-STATE LOBBYING CONSULTANT**

Mississippi State University requests approval of an agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university's pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. Cornerstone will apprise the Commissioner of IHL of its lobbying activities related to MSU and coordinate those activities within system strategies and processes prescribed by the IHL Board. The requested contract amount is

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\$50,000 and will be paid with self-generated private funds. The Attorney General's Office has approved this request.

Client List

Atmos Energy
Australis Oil & Gas
Butler Snow
Chevron USA
Community Mental Health Centers
C Spire
Denbury Resources
Dungan Engineering
Jackson Municipal Airport Authority
Kool Smiles
Looking for Wine?
Management & Training Corp.
Mississippi Association of Health Plans
Mississippi Board of Nursing
Mississippi Economic Council
Mississippi Farm Bureau Federation
Mississippi Power Company
Mississippi Society of Anesthesiologists
Mississippi State University
Nissan
Plains All American Pipeline
Ridgeland, MS (City of)
Save the Children
SeaOne Maritime, LLC
Starkville, MS (City of) Starkville, MS
Stonehenge Capital
Waggoner Engineering

Service Agreement

THIS SERVICE AGREEMENT, dated July 1, 2018 (hereinafter "**Agreement**") is entered into by and between CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereinafter "**CORNERSTONE**"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 300 Independence Avenue, SE, Washington, D.C. 20003, and MISSISSIPPI STATE UNIVERSITY (hereinafter "**MSU**"), with its principal place of business at P.O. Box 6018, Mississippi State, MS 39762 (hereinafter referred to collectively as the "**Parties**").

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WHEREAS, CORNERSTONE is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter “**GR Services**”); and

WHEREAS, MSU and CORNERSTONE desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which CORNERSTONE will provide GR Services to MSU:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date first written above and continue through June 30, 2019 (hereinafter referred to as the “**Term**”). The parties may mutually agree in writing to extend the Term.

2. Termination. This Agreement may be terminated by either party with or without cause at any time during the Term after thirty (30) days written notice to the other party. MSU shall pay CORNERSTONE all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by CORNERSTONE in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by MSU.

3. Services by CORNERSTONE. During the term, CORNERSTONE shall provide GR Services to MSU in the state of Mississippi. The precise scope and extent of the GR Services may be amended by mutual agreement of the parties but generally focus on:

- Monitoring and lobbying of legislation of interest to MSU during the Regular Session of the Mississippi Legislature; and,
- Providing political counsel and public affairs assistance.

In performing the GR Services, CORNERSTONE will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Legislature, the Administration, independent agencies, and third parties regarding the relevant issues. CORNERSTONE will also provide other general informational bulletins or updates that MSU reasonably requests.

CORNERSTONE will apprise the Commissioner of IHL regarding lobbying activities related to IHL and/or MSU and will coordinate those activities within system strategies and processes prescribed by the IHL Board.

4. Relationship of the Parties. The parties acknowledge and agree that each is an independent business entity and, as such, neither party may represent itself as an

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employee, agent, or representative of the other. Neither party may incur any obligations on behalf of the other party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the parties.

5. Fee. Payment for the GR Services shall be made electronically via ACH by MSU to CORNERSTONE in four (4) advance quarterly payments of twelve thousand five hundred dollars (\$12,500.00) totaling fifty thousand dollars (\$50,000.00), plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by MSU (the "***Fee***"). MSU will make the first payment of the Fee within forty-five (45) business days of the date this Agreement is executed by both MSU and CORNERSTONE. The Parties agree to discuss in good faith any adjustment in the Fee that either party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

6. Confidentiality. CORNERSTONE agrees with respect to any written information marked "confidential" or "proprietary" by MSU or information disclosed orally and identified orally as "confidential" or "proprietary" by MSU at the time of disclosure and reduced to writing (hereinafter "***Confidential Information***"), that CORNERSTONE will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of MSU. Provided, however, that Confidential Information may be provided by CORNERSTONE to those of its employees who need such information to enable CORNERSTONE to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by CORNERSTONE from a third party under no obligation of confidentiality to MSU; or (iii) is disclosed by MSU to a third party without restriction.

In the event that such disclosure is required by applicable law, regulation or court order, CORNERSTONE agrees, if reasonably practicable, to refrain from such disclosure until such time as MSU has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and MSU has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

7. No Verification by CORNERSTONE. It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by MSU or related entities or all factual

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matters included in materials prepared or used by CORNERSTONE and approved by MSU or related entities.

8. Indemnity. CORNERSTONE agrees to indemnify and hold harmless MS STATE from and against any and all losses, claims, damages, legal fees, expenses or liabilities that MS STATE may incur based upon information, representations, reports, data or releases made by CORNERSTONE or its authorized agent or representative MS STATE did not expressly approve, or that CORNERSTONE materially changed or altered after MS STATE's approval; or that CORNERSTONE used in a negligent or reckless manner. This paragraph shall survive the termination of this agreement and shall continue to bind both parties.

9. Compliance with Law. CORNERSTONE shall be responsible, at its own expense, for complying with any state law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

10. No Assignment. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

11. Governing Law. This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving consideration to its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

12. Availability of Funds. It expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditioned upon the availability and receipt of funds by MSU to specifically perform the obligations set forth for MSU under this agreement.

13. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the parties.

14. Amendment. This Agreement may be changed only by written agreement signed by each party.

15. Employment. Cornerstone 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

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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. Cornerstone 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. Cornerstone 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. Cornerstone understands and agrees that any breach of these warranties may subject Cornerstone 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 Cornerstone 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, Cornerstone would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

17. Compliance with IHL Policy 201.0506. During the term of this contract, CORNERSTONE will appraise the IHL Board, through the Commissioner, of all new clients after engaging the client.

16. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:

The parties hereto may change their address as set forth in this section by providing the other party with written notice thereof.

IN WITNESS WHEREOF, the authorized representatives of MSU and CORNERSTONE do hereby execute this Agreement as of the date first above written.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

31. MUW – APPROVAL OF CORPORATE RELATIONS MANAGEMENT AS IN-STATE LOBBYING CONSULTANT

Mississippi University for Women requests approval of a one-year contract with Corporate Relations Management (CRM) of Canton, Mississippi, to provide in-state lobbying and government relations consulting services. The contractual flat fee is \$30,000. The fee will be paid with private funds by the MUW Foundation (self-generated funds). CRM's client list and Service Agreement are shown immediately below. The Attorney General's Office has approved this request.

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Client List:

AT&T Services, Inc.
General Motors, LLC
RAI Services Company
Capitol Resources, LLC
Pharmaceutical Research and Manufacturers of America
Greenwich Biosciences
Mississippi Association for Marriage and Family Therapy
State Street Group
ENOVA
Entergy
Vision Research Corporation

Government Relations Service Agreement

Corporate Relations Management, a general partnership duly organized under the laws of the State of Mississippi, and doing business as Corporate Relations Management (hereafter referred to as “CRM”), with its place of business at 14 Montgomery Lane, Canton, Mississippi 39046, does contract with Mississippi University for Women (hereafter referred to as “THE W”), whose principal office is W-1600, Columbus, Mississippi 39701, to provide consultant services for the period of twelve (12) months, commencing on July 1, 2018, or upon approval of the IHL Board, until June 30, 2019. This contract may be modified or extended by mutual agreement of the parties hereto.

SCOPE: In its capacity as a consultant, CRM, led by Bucky Murphy and Camp Murphy, shall monitor and lobby legislation of interest to THE W during the Regular Session and any Special Sessions of the Mississippi Legislature and provide any additional services to advance the pursuits of THE W’s government affairs and business objectives. THE W shall determine the nature of these objectives with the advice and assistance of CRM.

NON-DELEGATION: Neither party shall assign any of its rights or delegate any of its duties or obligations under this contract without the express written consent of the other party.

PAYMENT: As consideration for performance of this contract, THE W agrees to pay CRM for services rendered as follows: A contractual flat fee of Thirty Thousand Dollars (\$30,000.00) for fiscal year 2019, as services are provided. These payments shall be divided into monthly installments and invoiced to THE W. Payment will be made within 45 days to CRM from private funds provided by THE W Foundation.

TERMINATION AT WILL: Either Party on notice to the other party may terminate this contract. On notice of termination by THE W, CRM shall cease all work in connection with this project and THE W shall pay CRM all consideration through the date of termination. On notice of termination by CRM, CRM shall deliver all work in

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progress to THE W, whereupon CRM shall have no further obligation to THE W, except the conditions set forth in the confidentiality provision of this contract.

COMPLIANCE WITH IHL POLICY 201.0506: During the term of this contract, CRM will apprise the IHL Board, through the Commissioner, and THE W of all new clients after engaging the client. CRM shall also apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution and shall coordinate those activities within system strategies and processes prescribed by the Board.

CLIENT LIST: CRM represents that its Client list for 2018 is: AT&T Services, Inc., General Motors LLC, RAI Services Company, Capitol Resources, LLC, Pharmaceutical Research and Manufacturers of America, Greenwich Biosciences, Mississippi Association for Marriage and Family Therapy, State Street Group, ENOVA, Entergy and Vision Research Corporation.

EMPLOYMENT: CRM represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-111-1, et seq. of the Mississippi Code Annotated, 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. CRM 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. CRM 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. CRM understands and agrees that any breach of these warranties may subject CRM to the following: (a) termination of this Agreement and ineligibility for a 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 CRM 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, CRM would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

CONFIDENTIAL INFORMATION: CRM shall not at any time during the term of this contract, directly or indirectly, disclose, publish, or divulge to any person any proprietary, secret, or confidential information of THE W or any other information obtained in connection with this contract. Upon termination or expiration of this contract, CRM shall promptly return to THE W all materials of a proprietary, secret, or confidential nature that have been delivered to or may then be in the possession or control

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of CRM. CRM and THE W agree that the provision of this section shall survive the termination or expiration of this contract.

APPLICABLE LAW: This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions. Any litigation with respect thereto shall be brought in courts of this State. CRM shall comply with all applicable federal, state, and local laws and regulations.

This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by the parties.

IN WITNESS HEREOF, THE W and CRM have executed this contract as of the _____ day of _____, 2018.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

32. USM – APPROVAL OF CAPITOL RESOURCES, LLC AS IN-STATE LOBBYING CONSULTANT

The University of Southern Mississippi requests approval to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations and consulting services in Mississippi in the amount of \$48,000 annually and reasonable reimbursement of travel expenses funded by self-generated funds. The Attorney General has approved this request.

Client List:

Alkermes, Inc.
American Congress of Obstetricians & Gynecologists, MS Section
Association of Equipment Manufacturers
Amplify Education, Inc.
MGM/Beau Rivage Resorts/Gold Strike
Cambria Solutions
Centene Corporation d/b/a The Magnolia Health Plan
Centurion Managed Care
CF Industries
City of Tupelo
Comcast Cable
Conduent, Inc.
CoreCivic
EECS LLC
Equifax, Inc.
Ergon, Inc.
FP1 Strategies, LLC

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GovEase
Gulf States Toyota
Horne CPAs
Ingalls Shipbuilding
Kansas City Southern
McLane Company, Inc.
MedeAnalytics
Medical Transportation Management, Inc.
MedStat EMS
MISSCO Corporation
Mississippi Chapter – American College of Emergency Physicians
MS Alliance for Boys & Girls Clubs, Inc.
MS Ambulatory Surgery Center Association
MS Association of School Superintendents
MS Consumer Finance Association
MS Counselors Association
MS Economic Council
MS Independent Pharmacies Association
MS Optometric Association
MS Orthopedic Society
MS Primary Health Care Association
MS Public Broadcasting Foundation
Oschner Health System
RAI Services Company
Regional One Health
Sanderson Farms, Inc.
Schneider Electric
Southern Beverage Company, Inc.
Standard for Success
Study Edge
Teladoc, Inc.
Tellus Operating Group, LLC
Toyota Motor – North America, Inc.
Uber Technologies, Inc.
UHS of Delaware, Inc. – Parkwood
United States Chamber of Commerce – ILR
University of Southern Mississippi
Youth Villages

May 2, 2018

Dr. Rodney Bennett
University of Southern Mississippi
118 College Drive #5001

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Hattiesburg, MS 39406-0001

**Re: University of Southern Mississippi - Governmental Relations-Mississippi
July 1, 2018 – June 30, 2019**

Dear Dr. Bennett,

On behalf of Capitol Resources, LLC, thank you very much for giving us the opportunity to continue to assist you in representing the state-related political interests of the University of Southern Mississippi (USM). Our Capitol Resources' team looks forward to working with you and assisting you in achieving USM's legislative objectives in Mississippi.

Please make sure that the following reflects your understanding of our objectives and efforts on behalf of the University of Southern Mississippi (USM). Through your direction, we will provide comprehensive lobbying and government relations efforts in Mississippi, focusing on but not limited to the following objectives:

- Policy advocacy in the Mississippi Legislature, particularly on committees and issues dealing with funding, capital projects, IHL, K-12 education, technology development, hurricane recovery, and marine resources
- Policy advocacy and monitoring of relevant issues within the Executive Branch
- Partnership and strategic alliance development, both within various agencies and departments of state government, as well as within the private sector focusing on:
 - USM in relation to broader education policy, i.e. teacher training, K-12, college preparation, etc.
 - USM research application and support within the private sector, particularly in South Mississippi
 - USM in relation to workforce development
- Timely reports to USM leadership in the form of
 - Bill-status e-mail reports
 - Telephone and e-mail reports as required by the posture of legislation
 - Post-session reports and other reports as requested and required
- Exhaustive monitoring of legislation, relevant committee hearings and floor debates
- Identifying and securing potential legislative sponsors for USM-supported legislation and assistance with bill drafting
- Defensive monitoring within a broad spectrum of government agencies
- Assistance to USM administration, alumni and supporters in communication with key legislators at appropriate times
- Compliance with all registration and reporting laws
- Off-session strategy planning and legislative contacts, attendance at appropriate USM events
- Communications and messaging as appropriate

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- USM may, when the interests of USM so require, terminate this agreement in whole or in part if Capitol Resources, LLC, takes on a client that is in conflict with USM. Written notice of all new clients is required to be given to USM no less than ten (10) days notice prior to the effective date of adding the client. Capitol Resources, LLC, shall further disclose all new clients to the IHL Board, through the Commissioner, as required by IHL Board Policy 201.0506 (3). In addition, Capitol Resources, LLC, shall apprise the Commissioner regarding lobbying activities related to USM and to coordinate those activities within system strategies and processes prescribed by the IHL Board.
- USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than ten (10) days notice prior to the effective date of termination.
- USM shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by USM that such payments and all portions thereof are due, justified and warranted based on services received by USM in accordance with §31-7-305(2), Mississippi Code of 1972.
- It is expressly understood and agreed that the obligation of USM to proceed under this agreement is conditioned upon the availability and receipt of funds by USM to specifically perform the obligations set forth for USM under this agreement.
- 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, 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 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. 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.
- This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with

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respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against USM, the Contractor agrees that the individual signing this agreement on behalf of USM is not personally responsible or liable for any of the obligations and duties contained herein.

Capitol Resources will provide state government relations and consulting services in Mississippi to the University of Southern Mississippi for a consulting retainer fee of Forty-Eight Thousand Dollars (\$48,000.00) a year, payable in monthly installments of Four Thousand Dollars (\$4,000.00) for each month of fiscal year 2019. If the agreement is approved after July the monthly retainer will be adjusted to equal \$48,000.00 for the fiscal year. This payment schedule allows us to provide USM our comprehensive state government relations services. Our total fee includes all of the consulting and lobbying services routinely provided by Capitol Resources, LLC, to manage and implement your objectives. It is our understanding that the fee does not include any extraordinary expenses such as travel, and that we will seek your approval prior to incurring any of these types of expenses.

If this engagement letter meets with your approval, please indicate your acceptance by signing the enclosed letters and returning one copy for our files. If you should have any questions, please do not hesitate to call me at (601) 948-6020 or (601) 497-4646.

We sincerely appreciate the opportunity to continue our association with you on behalf of the University of Southern Mississippi and achieving your legislative objectives.

Sincerely,
CAPITOL RESOURCES, LLC

Clare L. Hester
Founding Partner

On behalf of the **University of Southern Mississippi**, I accept the terms set forth in this letter.

BY:_____

POSITION:_____

DATE:_____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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33. USM – APPROVAL OF JOE GILL CONSULTING, LLC AS IN-STATE LOBBYING CONSULTANT

The University of Southern Mississippi requests approval to continue the agreement with Joe Gill Consulting LLC, in Ocean Springs, MS, to provide state lobbying and government relations and consulting services in Mississippi pertaining to the Gulf Coast Research Laboratory in an amount not to exceed \$38,000 annually and reimbursement of reasonable expenses funded by self-generated funds. The Attorney General's Office has approved this request.

Client List:

The City of Ocean Springs

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is made by and between the University of Southern Mississippi's Gulf Coast Research Laboratory, hereinafter referred to as "GCRL", and Joe Gill Consulting LLC, hereinafter referred to as "JGC", according to the following terms:

1. PURPOSE:

GCRL desires to engage the service of professional personnel, familiar with the governmental structure, the governmental procedural procedures, and the politics of the State of Mississippi.

2. SCOPE OF SERVICES:

JGC shall provide the following services, upon request from GCRL, in an expedient and satisfactory manner:

A. Coordinate with the GCRL Director of External Relations and the USM Vice President for External Affairs to effectively articulate needs and promote legislative support for programs and funding which advance the mission of the GCRL and its associated operations.

B. Represent GCRL budgetary needs, with particular emphasis on the Tidelands Trust Fund, to the Mississippi Legislature as a registered lobbyist.

The assignment of additional matters shall be in writing setting forth what services are to be performed. JGC shall perform no services without the aforesaid written authority.

3. PERIOD OF PERFORMANCE:

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The term of this contract shall be from July 1, 2018 (or upon approval of the IHL Board) until June 30, 2019. It is anticipated that the actual period of performance for professional services will be immediately before and during the 2019 session of the Mississippi Legislature. The contract may be modified and/or extended by mutual agreement of the parties hereto.

4. LIMITATIONS:

This agreement is limited in scope to the above items as listed in Section 2.

5. CONSIDERATION:

As consideration for performance of this contract, the GCRL agrees to pay JGC for services rendered as follows: Up to \$19,000.00 for fiscal year 2019, as services are requested and provided. Payment shall be provided in monthly installments during the Period of Performance.

6. EXPENSES:

Reasonable expenses as preapproved by the GCRL shall also be paid to JGC.

7. METHOD OF PAYMENT:

Payment shall be made upon receipt of a monthly requisition for payment for JGC.

8. STAFF ASSISTANCE:

It is understood that JGC will act in conjunction with GCRL and GCRL will provide all technical data required to support JGC.

9. TERMINATION:

GCRL may, when the interests of GCRL so require, terminate this agreement in whole or in part if JGC takes on a client that is in conflict with GCRL or USM. Written notice of all new clients is required to be given to GCRL no less than ten (10) days prior to the effective date of adding the client.

Either party on notice to the other party may terminate this contract. On notice of termination by GCRL, JGC shall cease all work in connection with this project and GCRL shall pay JGC all consideration through the date of termination. On notice of termination by JGC, JGC shall deliver all work in progress to GCRL, whereupon JGC shall have no further obligation to GCRL, except the conditions set forth in the confidentiality provision of this Agreement.

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10. CONFIDENTIAL INFORMATION:

JGC shall not at any time during the term of this Agreement, directly or indirectly, disclose, publish, or divulge to any person any proprietary, secret, or confidential information of GCRL or any other information obtained in connection with this Agreement. Upon termination or expiration of this Agreement, JGC shall promptly deliver or return to GCRL all materials of a proprietary, secret or confidential nature that have been delivered to or may then be in the possession or control of JGC. JGC and GCRL agree that the provisions of this Section shall survive the termination or expiration of this Agreement by one (1) year.

11. PAYMENT

GCRL shall pay JGC within 45 days of receipt of each invoice received from JGC upon review and confirmation by GCRL that such payments and all portions thereof are due, justified and warranted based on services received by GCRL in accordance with §31-7-305(2), Mississippi Code of 1972.

12. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of GCRL to proceed under this agreement is conditioned upon the availability and receipt of funds by GCRL to specifically perform the obligations set forth for GCRL under this agreement.

13. E-VERIFY

JGC 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, 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. JGC 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. JGC 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. JGC understands and agrees that any breach of these warranties may subject JGC 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 JGC by an agency, department or

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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, JGC would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

14. APPLICABLE LAW

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. JGC shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against GCRL, JGC agrees that the individual signing this agreement on behalf of GCRL is not personally responsible or liable for any of the obligations and duties contained herein.

15. NOTICE TO IHL BOARD OF TRUSTEES

In addition to the notice to GCRL of all new JGC clients under Section 9, JGC shall, in accordance with IHL Board Policy 201.0506 (3), apprise the IHL Board, through the Commissioner, of all new clients after engaging the client or clients. Under Policy 201.0506 (3), JGC shall also apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution and shall coordinate those activities within system strategies and processes prescribed by the Board.

16. CHANGES:

The GCRL may, from time to time, require a change in the "Services" JGC is to perform hereunder. Such changes, including any increase or decrease in the amount of consideration, which are mutual agreed upon, shall be incorporated in writing as amendments to this contract.

IN WITNESS HEREOF, the GCRL, and JGC have executed this contract as of the _____ day of _____, 2018.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

APPROVAL OF NON-EMPLOYEE OUT-OF-STATE LOBBYISTS

Board Policy 201.0506 Political Activities requires IHL Board approval annually of all outside lobbyists which are to perform lobbying activities outside the State of Mississippi on behalf of any of our institutions prior to an institution contracting therewith. Therefore, the following requests for approval to use various federal lobbyists are submitted for your consideration:

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34. MSU – APPROVAL OF FEDERAL SOLUTIONS, LLC AS FEDERAL LOBBYING CONSULTANT

Mississippi State University requests approval for Federal Solutions, LLC, to continue to lobby on behalf of the university outside the State of Mississippi.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

35. UM – APPROVAL OF BGR GOVERNMENTAL AFFAIRS AS FEDERAL LOBBYING CONSULTANT

The University of Mississippi and the University of Mississippi Medical Center seek approval for BGR Governmental Affairs, LLC, a Washington, D.C. based firm, to continue to assist in managing their federal governmental affairs and to represent their interests before federal executive branch agencies and congressional offices and committees.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

36. USM – APPROVAL OF CASSIDY & ASSOCIATES, INC. AS FEDERAL LOBBYING CONSULTANT

The University of Southern Mississippi requests approval to continue the agreement with Cassidy & Associates, Inc., in Washington, DC, to provide federal relations services to obtain federal funding to support our infrastructure and research programs and to provide consultation, advice and assistance with regard to our annual federal appropriations requests.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

APPROVAL OF LEGISLATIVE LIAISONS

The following requests for Board approval of various university/system employees as legislative liaisons are made in order to comply with Board Policy 201.0506 Political Activity:

37. ASU – APPROVAL OF MARCUS WARD AS LEGISLATIVE LIAISON

Alcorn State University requests approval of Marcus Ward as one of its legislative liaisons.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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38. DSU – APPROVAL OF DR. MICHELLE ROBERTS AS LEGISLATIVE LIAISON

Delta State University requests approval of Dr. Michelle Roberts as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

39. JSU – APPROVAL OF DR. DEBRA MAYS-JACKSON AS LEGISLATIVE LIAISON

Jackson State University requests approval of Dr. Debra Mays-Jackson as Legislative Liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

40. MSU – APPROVAL OF LEE WEISKOPF AS LEGISLATIVE LIAISON

Mississippi State University requests approval of Lee Weiskopf as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

41. MUW – APPROVAL OF KAREN CLAY AS LEGISLATIVE LIAISON

Mississippi University for Women requests approval of Karen Clay as a legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

42. MVSU – APPROVAL OF LA SHON F. BROOKS AS LEGISLATIVE LIAISON

Mississippi Valley State University requests approval of La Shon F. Brooks as one of its legislative liaisons.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

43. UM – APPROVAL OF PERRY SANSING AS LEGISLATIVE LIAISON

The University of Mississippi seeks approval of Mr. Perry Sansing, as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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44. UMMC - APPROVAL OF TARA MOUNGER AS LEGISLATIVE LIAISON

The University of Mississippi Medical Center requests approval of Tara Mounger as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

45. USM – APPROVAL OF CHAD DRISKELL AS LEGISLATIVE LIAISON

The University of Southern Mississippi requests approval of Chad Driskell as its legislative liaison.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

46. SYSTEM – APPROVAL OF DR. ALFRED RANKINS, JR. AS LEGISLATIVE LIAISON

The Executive Office requests approval of Dr. Alfred Rankins, Jr. as one of its legislative liaisons effective July 1, 2018.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

47. SYSTEM – APPROVAL OF KIM GALLASPY AS LEGISLATIVE LIAISON

The Executive Office requests approval of Kim Gallaspy as one of its legislative liaisons.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

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APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

Delta State University

Elizabeth Belenchia; *rehired retiree*; Co-Project Director, Math and Science Partnership; salary \$28,000 per annum, pro rata; Grant funds; 12 month contract; effective July 1, 2018

Gloria Brister; *rehired retiree*; Assistant Professor, Emeritus; salary \$40,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018

Jean Grantham; *rehired retiree*; Instructor in Nursing (part-time); salary \$30,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018

Beverly Johnston; *rehired retiree*; Director, Delta School Leadership Pipeline Project/Adjunct Instructor; salary \$80,000 per annum, pro rata; Grant funds; 12 month contract; effective July 1, 2018

Helen Sue Jolly; *rehired retiree*; Education Leadership Faculty; salary \$60,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018

Maud Kuykendall; *rehired retiree*; Adjunct Instructor in Teacher Education; salary \$30,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018

Kathleen Lott; *rehired retiree*; Project Director, Math and Science Partnership; salary \$29,000 per annum, pro rata; Grant funds; 12 month contract; effective July 1, 2018

James Robinson; *rehired retiree*; Adjunct Instructor in History; salary \$40,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018

Dorothy Sykes; *rehired retiree*; Director of Kellogg Grant; salary \$35,000 per annum, pro rata; Grant funds; 12 month contract; effective July 1, 2018

Kent Wyatt; *rehired retiree*; President Emeritus; salary \$59,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018

Mississippi University for Women

Clara Hurd; *rehired retiree*; Instructor of Nursing, Tupelo RN-BSN; salary \$31,470 per annum, pro rata; E&G Funds; 12 month contract; effective July 1, 2018

Linda Mills (formerly Linda Cox); *rehired retiree*; Instructor of Nursing, Tupelo RN-BSN; salary \$38,395 per annum, pro rata; E&G Funds; 12 month contract; effective July 1, 2018

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Debbie Ricks; *rehired retiree*; Instructor of Nursing, Tupelo RN-BSN; salary \$34,900 per annum, pro rata; E&G Funds; 12 month contract; effective July 1, 2018

2. **Change of Status**

Mississippi University for Women

Martha Brock; *from* Chair of the Department of Business and Professor of Management Information Systems; salary \$85,920 per annum, pro rata; E&G Funds; 10 month contract; *to* Interim Dean of the College of Business and Professional Studies and Professor of Management Information Systems; salary \$114,583 per annum, pro rata; E&G Funds; 11 month contract; effective August 1, 2018

University of Southern Mississippi

Chris Winstead; *from* Interim Dean, College of Science and Technology; salary \$180,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Dean of College of Arts and Sciences; salary \$245,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2018

3. **Sabbatical**

Mississippi State University

Prem Parajuli; Associate Professor, Agricultural and Biological Engineering, *from* salary \$92,400 per annum, pro rata; 9 month contract; E&G, MAFES E&G, and Designated Funds; *to* salary \$46,200 for sabbatical period; E&G, MAFES E&G, and Designated Funds; effective January 1, 2019 to May 15, 2019; professional improvement

University of Mississippi

FROM: Robbie Ethridge; Professor of Anthropology; *from* salary of \$95,104 per annum, pro rata; E&G Funds; 9 month contract; *to* salary of \$47,552 for sabbatical period; E&G Funds; effective August 17, 2018 to May 11, 2019; professional development

[Originally approved by IHL Board February 15, 2018]

CORRECTED: Robbie Ethridge; Professor of Anthropology; *from* salary of \$95,104 per annum, pro rata; E&G Funds; 9 month contract; *to* salary of \$47,552 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

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ADMINISTRATION/POLICY
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1. **SYSTEM – APPOINTMENT OF PRESIDENT SHANE HOOPER TO THE EDUCATION ACHIEVEMENT COUNCIL**

The Education Achievement Council was established by the Mississippi Legislature for the purpose of sustaining attention to the goal of increasing the educational attainment and skill level of the state's working population to the national average by 2025. The EAC includes twenty-three members who represent education stakeholders from K-12, community colleges, universities, Legislators, state agencies and the business community. According to Miss. Code §37-163-1, two members of the IHL Board shall serve along with the Commissioner of Higher Education. Further, the IHL Board is to appoint three university presidents, one of whom must be from an historically black university. There is no term length for appointees.

Currently, Trustee Tom Duff serves as one of the members of the IHL Board to serve on the EAC. Institutional representatives include Bill LaForge, President of Delta State University; Dr. William Bynum, President of Jackson State University; Dr. Jim Borsig, President of the Mississippi University for Women; and Dr. Jerryl Briggs, President of Mississippi Valley State University. It should be noted that Dr. Borsig's term ends June 30, 2018.

Board approval is requested to appoint President Shane Hooper to replace former Trustee C.D. Smith as the second member of the IHL Board to serve on the EAC. There is no term length for appointees.

Staff Recommendation: Board staff recommends approval of this item.

2. **SYSTEM – APPOINTMENT OF TRUSTEE ANN LAMAR AND DR. MARK KEENUM TO THE MISSISSIPPI POSTSECONDARY EDUCATION FINANCIAL ASSISTANCE BOARD**

One IHL Board member serves on the Mississippi Postsecondary Education Financial Assistance Board. The purpose is to make manifest the belief that the continued growth and development of Mississippi requires that all Mississippi youth be assured ample opportunity for the fullest development of their abilities and to recognize that this opportunity will not fully materialize unless the State of Mississippi moves to encourage and financially assist our young people in their efforts. (§ 37-106-1 et seq.) The Post-Secondary Education Financial Assistance Board administers the State Student Incentive Grant; the Mississippi Resident Tuition Assistance Grant (MTAG) (§ 37-106-29); and the Mississippi Eminent Scholars Grant (MESG) (§ 37-106-31). Length of membership term is four years.

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By virtue of the statute change in 2014, the Mississippi Postsecondary Education Financial Assistance Board became a nine-member board. The IHL Board was authorized to appoint one trustee from the IHL Board and one institutional representative. The Director of the Postsecondary Board is also appointed by the IHL Board.

Board approval is requested to appoint Trustee Ann Lamar as the trustee representative for the term July 1, 2018 – June 30, 2022 and to appoint Dr. Mark Keenum, President of Mississippi State University, as the institutional representative to complete Dr. Al Rankins' term. Term: June 21, 2018 – June 30, 2021. By virtue of the position the Director of Financial Aid, Jennifer Rogers, is the Director of the Postsecondary Board.

Staff Recommendation: Board staff recommends approval of this item.

3. **SYSTEM – APPOINTMENT OF DR. JERRYL BRIGGS TO THE UNIVERSITY PRESS OF MISSISSIPPI'S BOARD OF DIRECTORS**

The University Press of Mississippi is a not-for-profit corporation founded in 1970 and is supported by Mississippi's eight state universities under the IHL Board. UPM publishes scholarly books of the highest distinction and books that interpret the South and its culture to the nation and the world. From its offices in Jackson, the University Press of Mississippi acquires, edits, distributes, and promotes more than eighty new books every year. One IHL Board member and the Commissioner of Higher Education or his designee serves as representatives to the University Press for a four-year term. Trustee Walt Starr currently serves as the IHL Board's representative. His term expires June 30, 2020.

Board approval is requested to appoint Dr. Jerryl Briggs, President of Mississippi Valley State University, to replace Dr. Al Rankins who served as a representative for the Commissioner of Higher Education. Dr. Briggs term will be June 21, 2018 – June 30, 2020.

Staff Recommendation: Board staff recommends approval of this item.

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REGULAR AGENDA
ACADEMIC AFFAIRS
June 21, 2018**

1. SYSTEM – APPROVAL OF ACADEMIC PROGRAM MODIFICATIONS

Board Policy 503: Program Modifications states: “As part of its broad constitutional authority to govern the universities, the Board shall exercise its authority to modify programs offered by the universities generally or at various units of the universities.”

In accordance with Board policy, approval is requested for the following academic program modifications:

RENAME

- a. *Alcorn State University (ASU)* requests permission to rename *General Studies* to *Bachelor of University Studies*.
- b. *Delta State University (DSU)* requests permission to rename *General Studies* to *Bachelor of University Studies*.
- c. *Jackson State University (JSU)* requests permission to rename *Bachelor of Professional Interdisciplinary Studies* to *Bachelor of University Studies*.
- d. *Mississippi State University (MSU)* requests permission to rename *General Studies* to *Bachelor of University Studies*.
- e. *Mississippi University for Women (MUW)* requests permission to rename *Bachelor of Professional Studies* to *Bachelor of University Studies*.
- f. *Mississippi Valley State University (MVSU)* requests permission to rename *Professional Studies (Concentration)* to *University Studies (Concentration)*.
- g. *University of Mississippi Medical Center (UMMC)* requests permission to rename *Bachelor of Science in Health Sciences* to *Bachelor of University Studies*.
- h. *University of Southern Mississippi (USM)* requests permission to rename *Bachelor of Liberal Studies* to *Bachelor of University Studies*.

The proposed change will allow Complete to Compete (C2C) Programs to be identified separately and will allow more accuracy for grant and productivity reporting. Additionally, having one uniform name for all C2C programs in the System will assist returning students to more easily identify the Adult Degree Completion Program.

STAFF RECOMMENDATION: Board staff recommends approval of items a-h.

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FINANCE
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1. SYSTEM – REQUEST FOR APPROVAL OF FISCAL YEAR 2019 OPERATING BUDGETS

Approval is requested for the fiscal year ending 2019 Operating Budgets for the system. These proposed budgets will be provided to the Board under separate cover.

Included as supplemental information as required by the Ayers Settlement Agreement, Board Policy 704.02, and Board Policy 703.04 E. are the following:

- Fiscal Year 2018 – 2019 Ayers Budgets,
- Fiscal Year 2018 – 2019 Athletic Budgets, and
- Fiscal Year 2018 – 2019 E&G Scholarships, Fellowships & Tuition Waivers.

STAFF RECOMMENDATION: Based on Board Policy 701.05 – Budgets, 703.04 E. Policy Guidelines, and 704.02 – Athletic Budget Approval and Reporting, the Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit for approval by the Board annual budgets for the several institutions and separately budgeted units. Board staff recommends approval of these items.

2. SYSTEM – REQUEST FOR APPROVAL OF FISCAL YEAR 2020 PROPOSED FUNDING PRIORITIES

Proposed funding priorities are required for the 2020 Legislative Budget Request (LBR). The proposed funding priorities will be presented under a separate cover.

STAFF RECOMMENDATION: Based on Board Policy 701.03, Budget and Planning Priorities, the Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit an annual statement of system planning and budget priorities for consideration and approval by the Board. Board staff recommends approval of this item.

3. JSU – REQUEST FOR APPROVAL TO ENTER INTO A RENEWAL AGREEMENT WITH BROWN BOTTLING, INC.

Agenda Item Request: Jackson State University (JSU) requests approval to renew its beverage pouring rights and sponsorship agreement with **Brown Bottling Group, Inc.**, to continue providing all beverages sold, vended, distributed, poured, or sampled at all existing facilities and all new facilities located on the Campus where refreshments are sold, vended, distributed, poured, or sampled.

Contractor's Legal Name: Brown Bottling Group, Inc. (Brown Bottling)

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FINANCE
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History of Contract: IHL approved JSU's request to enter a ten-year agreement with Brown Bottling Group, Inc at its June 2008 Board Meeting. The purpose of this sponsorship agreement was to serve as the exclusive pouring rights agent to JSU and to offer and provide the convenience of beverages and snacks through self-operated machines campus-wide. The company has provided vending machine equipment and the associated maintenance services at various campus locations. The contract began on August 1, 2008 and expires July 31, 2018. The University has chosen to exercise its right to negotiate with Brown Bottling Group for an additional 5-year extension pursuant to the renewal options outlined therein.

Specific Type of Contract: Revenue-generating beverage pouring rights and sponsorship Agreement.

Purpose: The purpose of the contract is to grant exclusive beverage pouring and marketing rights to Brown Bottling.

Scope of Work: The vendor will continue to be the exclusive beverage sponsor of the University, with Campus-wide beverage availability rights, and on and off-Campus marketing rights. The vendor will also have the exclusive right to operate full service beverage vending on campus.

Brown Bottling will provide the following:

- \$500,000 sponsor fee to be paid \$100,000 annually over the 5-year contract.
- A bonus to JSU in years 1-5 if JSU achieves a 5% increase in total gross beverage and snack revenue from the prior year.
- Up to \$227,500 per year of non-cash marketing and promotion services to JSU.
- A one-time payment of \$10,000 bonus award to JSU for the 5-year renewal.
- A "Can Panel" promotion to JSU of \$10,000 annually.
- Job opportunities for JSU students.
- Vending commission of 45% on Beverage and 25% on Snacks.
- Commission Incentive Bonus of 3% to 5% on gross vending revenues that exceed Targeted Revenue per agreement.
- Gatorade Incentive of \$10,000 annually when JSU purchases 2,000 cases or \$30,000 in revenue generation.
- Tiger Water Incentive of \$1 rebate per case purchased.
- Vending machine equipment and maintenance on these machines.

Term of Contract: The term of this renewal agreement is five (5) years commencing August 1, 2018 and ending July 31, 2023.

Termination Options: The agreement may be terminated as follows:
JSU may terminate the agreement if:

- 1) the vendor doesn't pay as promised,

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- 2) the vendor breaches the terms of the agreement and fails to cure the breach within forty-five (45) days of receiving written notice of the breach
- 3) should the vendor become insolvent or bankrupt,
- 4) if company refuses full access to all records,
- 5) failure of Legislature to Appropriate,
- 6) force majeure, and
- 7) failure to comply with E-verify.

The vendor may terminate the agreement if

- 1) JSU breaches the terms of the agreement,
- 2) JSU becomes insolvent or bankrupt,
- 3) JSU's authority to convey any of the rights in the agreement expires or is revoked, in whole or in part,
- 4) JSU closes for a period of more than one hundred twenty (120) consecutive days, outside of the regularly scheduled breaks, or

Vendor must give JSU forty-five (45) days written notice when exercising any of its termination rights.

Contract Amount: Under this agreement, JSU estimates to receive \$2,605,300 over the term of the agreement. Below is the financial proposal under this agreement:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Bonus Award for 5-year Renewal	\$ 10,000					\$ 10,000
Guaranteed Sponsor Fee	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Can Panel	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
Gatorade Incentive	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
Tiger Water Incentive	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,800	\$ 12,800
Projected Commissions:						
45% Beverage/25% Snacks	\$ 165,000	\$ 165,000	\$ 165,000	\$ 170,000	\$ 180,000	\$ 845,000
Subtotal	\$ 297,500	\$ 287,500	\$ 287,500	\$ 292,500	\$ 302,800	\$ 1,467,800
Non-Cash Marketing & Promotions	\$ 227,500	\$ 227,500	\$ 227,500	\$ 227,500	\$ 227,500	\$ 1,137,500
Total Consideration	\$ 525,000	\$ 515,000	\$ 515,000	\$ 520,000	\$ 530,300	\$ 2,605,300

Proposed Vending Incentives

In the event that the gross revenues generated from the Company's Beverage Vending Machine Operations at the Campus (the "Revenues") during an Agreement Year exceeds the Targeted Revenue as set forth below, then the Company shall pay to the University a Commission Incentive Bonus Payment within sixty (60) days of such Agreement Year equal to the Commissions paid for such Agreement Year for the Beverage Vending Machine Operations times the percentage as set forth below for such Targeted Revenue.

In the event that the gross revenues generated from the Company's Snack Vending Machine Operations at the Campus (the "Revenues") during an Agreement Year exceeds the Targeted

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<u>Targeted Revenue</u> ⁽¹⁾	<u>Incentive Commission Bonus Percentage</u>	<u>Additional Commission</u>
\$275,000	3%	\$8,250
\$287,500	4%	\$11,500
\$300,000	5%	\$15,000

Revenue as set forth below, then the Company shall pay to the University a Commission Incentive Bonus Payment within sixty (60) days of such Agreement Year equal to the Commissions paid for such Agreement Year for the Snack Vending Machine Operations times the percentage as set forth below for such Targeted Revenue.

<u>Targeted Revenue</u> ⁽¹⁾	<u>Incentive Commission Bonus Percentage</u>	<u>Additional Commission</u>
\$185,000	3%	\$5,550
\$192,500	4%	\$7,700
\$200,000	5%	\$10,000

Funding Source of Contract: This is a revenue contract.

Contractor Selection Process: This agreement is a renewal of a previous Board Approved Contract with a vendor that was chosen through an RFP process in April 2006.

Staff Recommendation: Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for any bookstore, food service, or athletic concession contract projected to generate aggregate total revenues for a university of more than \$250,000, or if the term of such contract exceeds four years. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

4. JSU – REQUEST FOR APPROVAL TO ENTER INTO A NEW AGREEMENT WITH FOLLETT HIGHER EDUCATION GROUP, INC.

Agenda Item Request: Jackson State University requests approval to enter into a contract with **FOLLETT HIGHER EDUCATION GROUP, INC.** for the continue management of the Jackson State University Bookstore.

Contractor's Legal Name: **FOLLETT HIGHER EDUCATION GROUP, INC.**

History of Contract: Jackson State University and Follett Higher Education Group, Inc. are currently in a Bookstore Management agreement that expires on June 30, 2018. Approval of said Agreement would allow Follett the authority to design and operate the New Campus Union Building Bookstore.

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Specific Type of Contract: This is a new revenue contract with Follett Higher Education Group, Inc. to continue with the outsourcing of the management services of the campus bookstore.

Purpose: The purpose of this agreement is to provide contractual terms for the outsourcing of the management services for the campus bookstore.

Scope of Work: The agreement continues the relationship between Jackson State University and Follett Higher Education Group, Inc. This agreement authorizes Follett to operate the University Bookstore and continue its investment into the design and layout of the campus Bookstore facility.

- Follett shall spend up to a total of \$250,000 to improve the Store which may include but not limited to furniture, trade fixtures, and equipment, including point-of-sale equipment that is readily removable (“Capital Equipment”).
- Follett shall prepare and complete plans and specifications for store improvements for review and approval by School.
- Follett shall operate the Store in accordance with the highest standards and commercial practices in college bookstore industry.
- Follett will offer School faculty and staff a 10% discount on all purchases over \$1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software. Follett will offer all School departments a 20% discount on purchases of supplies over \$1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.
- Follett will provide \$5,000 annually in textbook scholarships for each full contract year during the term of this agreement.
- Follett shall sell new textbooks and trade books for not more than the publishers list price or a 25% gross margin on net price books and list books sold to Follett at less than a 25% discount off list, plus freight and handling costs and rounded up to the next quarter.
- Follett shall price rental textbooks competitively and fair with industry standards.
- School will fully support the immediate deployment of the critical ConnectOnce virtual appliance in order to provide a secure environment for the Connector for School’s SIS version and integration method.
- Follett shall provide a one-time payment of \$100,000 within 180 days of the successful implementation of the ConnectOnce integration in accordance with Section 7.6 of the agreement. This payment shall be amortized in accordance with Section 4.2.

Term of Contract: The initial term of this Agreement is for ten (10) years. The Agreement shall become effective on July 1, 2018 through June 30, 2028. Approval is requested for the total of ten (10) year term.

Termination Options: The contract may be terminated under the following conditions:

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- Either party may terminate this Agreement with or without cause by giving the other party at least 120 days prior written notice of termination.
- Either party may terminate this Agreement upon 90 days prior written notice for material nonperformance by the other party, documented, in case of nonperformance by Follett, in accordance with Section 7.4.
- Jackson State University may terminate this Agreement immediately if Follett initiates any bankruptcy proceeding, or if any such proceeding initiated against Follett remains undismissed for 60 days.
- Jackson State University may terminate this agreement for non-appropriation of funds by the Mississippi Legislature.
- For a violation by Follett of federal E-Verify program.

Contract Amount: Follett shall pay to Jackson State University 15.1% of all Commissionable Sales up to \$3,000,000 and 16.1% of any part of Commissionable Sales over \$3,000,000. If in the first full contract year during the term of this Agreement, commission payments to Jackson State University calculated are less than \$275,000 (“Guaranteed Annual Income”), Follett will pay the University an additional amount necessary to bring total payments to the University for that year up to the Guaranteed Annual Income. Follett will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety percent (90%) of the calculated commission on Commissionable Sales of the immediately preceding year. In any partial contract year commission will be based on the applicable percentage and not on the Guaranteed Annual Income. Additionally, Follett shall provide up to a total of \$250,000 investment to improve the Campus Store; a one-time payment of \$100,000 within 180 days of the successful implementation of the ConnectOnce integration; and \$5,000 annually in textbook scholarships for each full contract year during the term of this agreement.

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	Capitol Investment	Guaranteed Commission*	Annual Commissions**	Annual textbook Scholarship	One-Time Payment	Total
Year 1	\$ 250,000	\$ 275,000	\$ 178,000	\$ 5,000	\$ 100,000	\$ 808,000
Year 2			\$ 453,000	\$ 5,000		\$ 458,000
Year 3			\$ 453,000	\$ 5,000		\$ 458,000
Year 4			\$ 453,000	\$ 5,000		\$ 458,000
Year 5			\$ 453,000	\$ 5,000		\$ 458,000
Year 6			\$ 453,000	\$ 5,000		\$ 458,000
Year 7			\$ 453,000	\$ 5,000		\$ 458,000
Year 8			\$ 453,000	\$ 5,000		\$ 458,000
Year 9			\$ 453,000	\$ 5,000		\$ 458,000
Year 10			\$ 453,000	\$ 5,000		\$ 458,000
Total	\$ 250,000	\$ 275,000	\$ 4,255,000	\$ 50,000	\$ 100,000	\$ 4,930,000

* First year guaranteed \$275,000.

** Years 1 through 10 - 15.1% of Commissionable Sales up to \$3,000,000 plus 16.1% of Commissionable Sales over \$3,000,000. University Bookstore Commissionable Sales have been \$3,000,000 annually. The difference in the guaranteed amount of \$275,000 minus 15.1% of \$3,000,000 is \$178,000.

Funding Source of Contract: This is a revenue contract.

Contractor Selection Process: Jackson State University issued a Request for Proposal (#15-08) in March 2018 for these services. Two (2) bids were received, one from Follett Higher Education Group, Inc. and Barnes and Noble. The bids were evaluated on criteria outlined in the RFP by a University committee of eight individuals. Of the two (2) bids received, Follett Higher Education Group, Inc provided the overall highest evaluated score and was unanimously selected as the best bidder for these 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 any bookstore, food service, or athletic concession contract projected to generate aggregate total revenues for a university of more than \$250,000, or if the term of such contract exceeds four years. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

5. JSU-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 the Department of Defense Regulations, Jackson State University (JSU) is requesting approval of a Resolution that 1) requires certain present and future JSU 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 JSU and from processing for Personnel Security Clearance.

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Upon approval of the proposed Resolution, JSU will be in adherence to the Department of Defense National Industrial Security Program (NISP) for having a Facility Security Clearance (FCL). Having the FCL designation makes JSU 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 JSU. With the FCL status, JSU'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 a meeting held in Jackson, Mississippi, on June 21, 2018, at which time a quorum was present.**

WHEREAS, Jackson State University possesses a 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 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 this action is recorded in the Board minutes.

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NOW THEREFORE BE IT DECLARED that the President, Associate Provost and Vice President for Academic Affairs; designated Senior Management Official(s); and the Facility Security Officer at Jackson State University 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 the President, Associate Provost and Vice President for Academic Affairs; 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 Jackson State University and shall not affect adversely Jackson State University policies or practices in the performance of classified contracts for the Department of Defense or Government contracting activities (User Agencies) of the National Industrial Security Program, awarded to Jackson State University and need not be processed for Personnel Security Clearance.

NAME	TITLE
1. Dr. Glenn F. Boyce	Commissioner, Mississippi IHL
2. Shane Hooper	Board Member/Trustee, Mississippi IHL
3. Hal Parker	Board Member/Trustee, Mississippi IHL
4. Tom Duff	Board Member/Trustee, Mississippi IHL
5. Dr. Ford Dye	Board Member/Trustee, Mississippi IHL
6. Ann H. Lamar	Board Member/Trustee, Mississippi IHL
7. Dr. Alfred E. McNair, Jr.	Board Member/Trustee, Mississippi IHL
8. Chip Morgan	Board Member/Trustee, Mississippi IHL
9. Dr. Steven Cunningham	Board Member/Trustee, Mississippi IHL
10. Bruce Martin	Board Member/Trustee, Mississippi IHL
11. Jeanne Luckey	Board Member/Trustee, Mississippi IHL
12. Gee Olgetree, Jr.	Board Member/Trustee, Mississippi IHL
13. Dr. J. Walt Starr	Board Member/Trustee, Mississippi IHL

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
the Mississippi Institutions of Higher Learning,
_____ 2018.

Dr. Glenn F. Boyce, Commissioner
Mississippi IHL College Board of Trustees
Signature

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Staff Recommendation: The Resolution has been reviewed by the Attorney General's Office and is recommended for consideration by the Board. Board staff recommends Board consideration.

6. MSU – REQUEST FOR APPROVAL OF AN AMENDMENT TO THE GAME DAY CONCESSION CONTRACT WITH ARAMARK EDUCATIONAL SERVICES, LLC

Agenda Item Request: MSU requests approval to amend its existing concession services contract with Aramark Educational Services, LLC ("Aramark").

Contractor's Legal Name: Aramark Educational Services, LLC ("Aramark")

History of Contract: MSU entered into a service contract with Aramark in June 2010 for Aramark to provide game-day concession services at intercollegiate athletic venues at MSU. That contract has subsequently been amended on two occasions – June 2012 and February 2014.

Specific Type of Contract: Amendment to Concession Services Contract.

Purpose: MSU desires to amend its existing concession services contract with Aramark in order to enhance the game-day experience for Athletic event patrons, to attract new visitors to MSU's campus and athletic events, and to potentially increase revenue generated by MSU through concession sales. By reducing the prices of concession items sold at athletic events, it is expected that the new pricing structure will promote a higher rate of perceived value to athletic event patrons, resulting in a greater volume of sales and encouraging patrons to attend more athletic events.

Scope of Work: Through the amendment, MSU will move from a revenue sharing model to a fee-for-services relationship with Aramark. Aramark will continue to manage and operate all aspects of game-day concessions at MSU intercollegiate athletic events. Aramark will receive a flat management fee of \$50,000 annually for its services. MSU will realize all net revenue from concession sales.

Term of Contract: The concession services contract currently runs through June 30, 2020, and is not being extended through the amendment.

Termination Options: Either party may terminate the contract without cause upon 90-days written notice to the other party. Either party may terminate the agreement for cause upon 30-days written notice to the other party.

Contract Amount: Not applicable

Funding Source of Contract: The contract is revenue generating.

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Contractor Selection Process: The subject agreement is an amendment to a contract previously entered into with Aramark.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for any bookstore, food service, or athletic concession contract projected to generate aggregate total revenues for a university of more than \$250,000, or if the term of such contract exceeds four years. The agreement has been reviewed and approved by the Associate Commissioner for Legal Affairs. Board staff recommends approval of this item.*

7. UMMC- REQUEST TO ENTER INTO AN AGREEMENT WITH MISSISSIPPI BLOOD SERVICES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with the **Mississippi Blood Services, Inc.**, a non-profit organization, for blood and blood related products.

Contractor's Legal Name: Mississippi Blood Services, Inc. (MSA)

History of Contract: On June 20, 2013, the Board of Trustees approved a five (5) year agreement with MBS for a total cost up to \$58,791,535.34. The current agreement expires June 30, 2018.

Specific Type of Contract: Hospital Services Agreement.

Purpose: The purpose of the Agreement is for the provision of a continuous supply of blood and blood products for UMMC patients requiring human blood and/or blood product transfusions. MBS's fees are not for the actual human blood or blood product itself, as all human blood or blood products are obtained through volunteer donors; rather, the fees are developed based upon the cost MBS incurs to collect, process (including required FDA testing), store, and distribute the human blood and/or blood products.

Scope of Work: Under the agreement, MBS will:

- furnish an inventory stock of human blood commensurate with UMMC's normal daily needs, drawn from volunteer donors, and tested in accordance with current Good Manufacturing Practice and FDA Standard specifications,
- extend discounted pricing for UMMC's status as a Primary Hospital,
- provide services including staff and medical director availability for questions, frequent visits, one-on-one consultations, training, assistance to prepare for inspections, and lab services,
- attempt to locate rare or special unit blood if needed by UMMC,
- attempt to move blood and/or blood products nearing expiration and attempt to locate another hospital that may use it, and

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- issue return credit for red blood cells, random and apheresis products, fresh frozen plasma and cryoprecipitate, and recalled products.

UMMC will:

- sponsor blood drives only with MBS and host a minimum of four (4) blood drives each year,
- be a Primary Hospital, which looks to MBS for all its blood needs and agrees to pursue secondary sources of supply only if MBS is unable to meet its needs,
- comply with FDA and the American Association of Blood Banks (AABB) requirements for storage and distribution of blood products, and
- utilize the older blood products first whenever possible to avoid the loss of blood and to furnish MBS with daily inventory and usage information concerning the disposition of all blood in UMMC's inventory.

Term of Contract: The term of the agreement is for three (3) years – July 1, 2018 through June 30, 2021.

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

- by UMMC should MBS improperly use or disclose protected health information,
- by either party may terminate upon 60 days written notice, and
- failure by MBS to comply with the federal E-Verify Program.

Contract Amount: The total estimated cost of the Agreement is \$36,808,486.99. Fees for the provision of the blood and blood products are fixed for the first year of the Agreement, and subject to price increases thereafter. UMMC has calculated a potential five percent (5%) price increase each year, as well as a potential ten percent (10%) volume increase.

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

Contractor Selection Process: MBS, the only local distributor of blood and blood products, is UMMC's current supplier.

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.

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LEGAL
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**1. MSU – APPROVAL TO SETTLE IHL SELF-INSURED WORKERS’
COMPENSATION CLAIM**

The IHL Self-Insured Workers’ Compensation Program is seeking Board approval for settlement of Claim No. 55-37099-1 for Mississippi State University.

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1. SYSTEM – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH INTERNET2

The following document represents the approval of MS-ITS for the continued use of Internet2's connector site in Jackson, Mississippi for the Institutions of Higher Learning (IHL) and four research institution in the state. Jackson State University, Mississippi State University, the University of Mississippi, including the University of Mississippi Medical Center, and the University of Southern Mississippi use the high bandwidth optical network to share research material and data with other member universities and research institutions in the networking consortium. The Attorney General's staff assigned to the MS-ITS reviewed the agreement prior to execution. The Agreement is between Internet2 and MS-ITS on behalf of the IHL.

See Exhibit 1.

2. DSU – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT #1 TO THE SOFTWARE LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT WITH INSTRUCTURE, INC.

The following document represents the approval of MS-ITS of Amendment #1 to the 2013 Software License and Application Service Provider Agreement with Instructure, Inc. The Attorney General's staff assigned to the MS-ITS reviewed Amendment #1 prior to approval. The Amendment and existing Agreement for software and services is between Instructure, Inc. and MS-ITS behalf of DSU.

See Exhibit 2.

3. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES SYSTEM LICENSE & INSTALLATION AGREEMENT AND SUPPORT SERVICES AGREEMENT WITH PAR EXCELLENCE SYSTEMS, INC.

The following documents represents the approval of MS-ITS for the acquisition of the PAR Excellence system, installation and support services for the University of Mississippi Medical Center (UMMC). The Attorney General's staff assigned to the MS-ITS reviewed the agreements prior to execution. The System License & Installation Agreement and the Support Services Agreement are between PAR Excellence and MS-ITS behalf of UMMC.

See Exhibit 3.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
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4. UMMC- NOTICE OF UPDATED PRICING FOR AGREEMENT WITH INO THERAPEUTICS LLC d/b/a MALLINCKRODT

The Board of Trustees approved an INOtherapy Services Agreement between UMMC and INO Therapeutics LLC (INO) in June 2017. The agreement was for the provision of the medical grade gas INOMAX and the INOtherapy system for delivery of the gas. The agreement provided that each year, UMMC and INO would meet to discuss fees for the use of INOtherapy for the next contract year. UMMC and INO have met to establish pricing for the upcoming Year 2 of the agreement and have agreed on a 2% increase to the current pricing. UMMC originally calculated percentage increases in its requested cost; thus, no change in the total cost is needed for the Year 2 price increase. The total estimated cost of the Agreement over the five (5) year term remains unchanged at \$19,253,451.20. No other term and conditions of the agreement were changed.

5. UMMC- NOTICE OF CORRECTION TO APRIL 2018 CONSENT AGENDA ITEM NO. 5 UMMC – REQUEST FOR APPROVAL TO ENTER INTO A LETTER AGREEMENT WITH CISCO SYSTEMS, INC.

In April 2018, the Board approved a Letter Agreement between UMMC and Cisco Systems, Inc. (Cisco) for the purchase of hardware and associated software that is used to form a unified communications system. The Term of Contract information given in the Board Book incorrectly stated that the three (3) year term of the agreement would commence upon execution, which was estimated to be on or about April 1, 2018. The correct Term of Contract information is as follows, “The term of this agreement is three (3) years, beginning upon execution of the Letter Agreement, which is estimated to be on or about May 1, 2018.”

6. UMMC- NOTICE OF CORRECTION TO APRIL 2018 CONSENT AGENDA ITEM NO. 14 UMMC – REQUEST FOR APPROVAL TO AMEND STATEMENT OF WORK WITH SG-2, LLC

In April 2018, the Board approved an amendment to its Statement of Work (SOW) with SG-2, LLC (SG-2) for the purchase of Care Grouper, an additional software application which groups UMMC service line data for aggregation, analysis and reporting purposes. The Term of Contract information given in the Board Book incorrectly stated that the three (3) year term of the amendment would commence upon execution which was expected to be on or about April 1, 2018. The correct Term of Contract information is as follows, “The First Amendment will begin upon execution, which is estimated to be on or about May 1, 2018.”

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7. MUW - SERVICE ORDER TO MISSISSIPPI INFORMATION TECHNOLOGY SERVICES TELECOMMUNICATION SERVICES AGREEMENT WITH TELEPAK NETWORKS, INC. d/b/a C SPIRE

The following document represents a Service Order to the Telecommunication Services Agreement between MS-ITS and Telepak Networks, Inc. d/b/a C Spire for Voice over Internet Protocol (VoIP) handsets, hosted VoIP lines and Power over Ethernet switches for the Mississippi University for Women (MUW). The Attorney General's staff assigned to the MS-ITS reviewed the agreement prior to execution. The Telecommunication Services Agreement is between Telepak Networks, Inc. d/b/a C Spire and MS-ITS behalf of MUW.

See Exhibit 4.

8. UM - MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC.

The following document represents the approval of MS-ITS of a supplement to the master purchase agreement with Carousel Industries of North America, Inc. (Carousel), to purchase three (3) years of maintenance for the University of Mississippi's (UM) current phone system. This will provide ongoing support and maintenance to help ensure UM's phone system remains operational. The Agreement is between Carousel Industries and MS-ITS on behalf of UM.

See Exhibit #5.

Memorandum

To: Craig P. Orgeron, Ph.D.

Date: June 14, 2018

Re: Project No. 4096-44283, requesting approval for the sole source acquisition of the high-performance optical network and packet backbone research network from Internet2 for the **STATE OF MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING (IHL)**

I. **BACKGROUND**

Internet2 is a member-owned, not-for-profit advanced technology community founded by 34 of the nation's leading higher education institutions in 1996. Internet2 provides a collaborative environment for U.S. research and education organizations to solve common technology challenges, and to develop innovative solutions in support of their educational, research, and community service missions. Internet2, governed by an executive Board of Trustees, includes a membership of 327 U.S. universities, 70 leading corporations, 50 affiliate members (including government agencies), and 43 regional and state education networks. Additionally, more than 65 national research and education networking partners representing more than 100 countries provide networking capabilities and advanced applications that take advantage of the high-speed Internet2 Network.

In March 2007, the ITS Board approved exemptions for Jackson State University, Mississippi State University, University of Mississippi, and University of Southern Mississippi for the acquisition of Internet2 and commodity internet access. The institutions negotiated with the Louisiana Optical Network Initiative (LONI), a consortium of Louisiana institutions of higher learning, for these services.

In July 2011, the ITS Board approved the sole-source acquisition of a high-performance optical network connector site in Jackson, Mississippi for educational research and networking services from Internet2. In addition to the previously approved universities, University of Mississippi Medical Center was added to the research facilities participating in Internet2.

In May 2015, the ITS Board approved the continuation of the sole source agreement with Internet2 to provide the high-performance optical network connector site in Jackson.

The State of Mississippi Institutions of Higher Learning has made a business decision to continue the Internet2 connector to provide collaborative research capabilities to the State's research universities and UMMC.

IHL has prepared the attached Business Case in support of this project.

EXHIBIT 1

II. PROCUREMENT

ITS utilizes the provisions of Public Purchasing Law for Sole Source and Emergency procurements of information technology. Mississippi Public Purchasing Law (Mississippi Code Section 31-7-13) specifies that noncompetitive items available from one source only be exempted from bid requirements (sole source). ITS statute, in Section 25-53-5 (p), permits ITS to utilize provisions in Public Purchasing Law or regulations, when applicable.

Per Public Purchasing Law, acquisitions must meet the following criteria to be authorized as sole source.

- The product or services being purchased must perform a function for which no other product or source of services exists.
- The purchaser must be able to show specific business objectives that can be met only through the unique product or services.
- The product or services must be available only from the manufacturer and NOT through resellers who could submit competitive pricing for the product or services.

The vendor's correspondence regarding the criterion for this project is included as Attachment B.

ITS staff thoroughly review Sole Source Certification Requests, determining if competing products and/or services exist. If the review confirms the sole source, then a Sole Source advertisement is issued, giving Interested Parties an opportunity to identify competing products and/or services. Based upon the results of the Sole Source advertisement, ITS either certifies the request as a sole source or conducts a competitive procurement.

On May 15, 2018, ITS advertised Notice of Intent to Certify Sole Source No. 4096 for the State of Mississippi Institutions of Higher Learning for the renewal of the high-performance optical and packet backbone research network. No objections were received from Interested Parties. Therefore, ITS is certifying the request as a sole source, pending ITS Board approval.

III. RECOMMENDATION

The staffs of ITS and IHL jointly recommend Inernet2 as the sole-source provider of a high-performance optical and packet backbone research network, at a total 3-year life cycle cost of \$1,329,000.00. With this continuation, the revised total not-to-exceed lifecycle cost of this project is \$4,233,000.00.

EXHIBIT 1

IV. SOURCE OF FUNDS

The four research universities and the University of Mississippi Medical Center share equally in the annual fee to Internet2 for connectivity to the network.

Paula Conn, Technology Consultant

Attachment A: Business Case for IT Projects
Attachment B: Vendor Correspondence

EXHIBIT 1

ATTACHMENT A BUSINESS CASE FOR IT PROJECTS

PROJECT IDENTIFICATION

Agency/Division	Mississippi Institutions of Higher Learning: University Research Center and Data Management Division
Project Manager	Paul Sumrall (601) 432-7057 psumrall@mississippi.edu Jim Hood (601) 432-7011 jhood@mississippi.edu
Project Number and Name	44283 Renewal Internet2 Connector Site Fees

CURRENT SITUATION / BUSINESS NEED FOR THE PROJECT

Internet2 is a not-for-profit organization of U.S. and international leaders in research, academia, industry, and government who create and collaborate via innovative technologies, accelerate research discovery, advance national and global education, and improve the delivery of public services. As of February 2018, Internet2 is comprised of:

- 327 U.S. universities
- 70 leading corporations
- 50 affiliate members, including government agencies
- 43 regional and state education networks
- More than 65 national research and education networking partners representing over 100 countries

In the fall of 2011, with assistance from Governor Barbour and the Mississippi Legislature (Senate Bill 3184 2010 Regular Session), the Institutions of Higher Learning (IHL) and the four (4) research universities formed MissiON to connect with Internet2 directly by replacing the indirect research and education connectivity through the Louisiana Optical Network (LONI). Internet2 agreed to provide direct access to its dedicated high-bandwidth network at a point of presence in Jackson, Mississippi. The initial agreement with Internet2 was signed in September of 2011 by Dr. Hank Bounds for a term beginning on July 1, 2012 and ending June 30, 2015. The agreement was approved by IHL Board and ITS Board in May 2015 to continue through June 30, 2018.

The technical network is a dynamic, cost-effective hybrid optical and packet, 100 Gigabit network. Internet2 is an unsurpassed test bed for research and enables the most extreme research, development, and experimentation research universities can imagine.

The 100 gigabit Ethernet (GE) technology Layer 2 connection provides support for software-defined networking (SDN) and implementation of a Science DMZ. The following benefits are available to the IHL:

Unconstrained Bandwidth Availability – 100GE Layer 2 Connection: Extraordinary increases in network capacity and speed, delivered across a 100GE national backbone, deep into the places where tomorrow's innovators are at work, enabling widespread application development and delivery.

A New Class of Control – Software Defined Networks: Entirely new dimensions of possibility, allowing previously untouchable, inflexible networks to be deeply programmable and optimized for compute, storage, visualization and transport capabilities so all can be driven by applications.

Fewer Bottlenecks – Science DMZ: Pioneering concepts like the Science DMZ provide a blueprint for architecting and optimizing local networks to support the very unique needs of passing high-bandwidth research data. Using this model, campuses experience improved application performance without sacrificing security—and as a result, can fully leverage their investments in 100GE connectivity.

EXHIBIT 1

Internet2 is the only 100 Gbit/s research and education network in the United States. Similar international networks include Canada's CANARIE, the Netherlands SURFnet, and NORDUnet, a collaboration between the National Research and Education Networks of Denmark, Iceland, Norway, Sweden and Finland. Recently, these three networks and Internet2 formed a new advanced transatlantic network named ANA-200G that will allow research and education users to transfer ultra-large data sets between North America and Europe at speeds previously only possible within the continents.

PROPOSED SOLUTION

IHL is requesting to renew the Internet2 Network Connection Agreement with Internet2 effective July 1, 2018, for another 3-year period.

PROJECT GOALS OR OBJECTIVES

The Institutions of Higher Learning with the research universities of Jackson State, Mississippi State, the University of Mississippi, the University of Southern Mississippi, and the University of Mississippi Medical Center desire to continue the Agreement with Internet2. Research collaboration between and among research universities nationally and globally is increasingly based on the ability to share massive data amounts at higher speeds. Mississippi's ability to participate in research and education efforts that are more tightly coupled to the long-term development of the state will be significantly enhanced with connectivity to Internet2.

CRITICAL SUCCESS FACTORS

Continuation of the Agreement provides the ability of the research universities and the University of Mississippi Medical Center to have access to a high-bandwidth, robust, dedicated research, and education network.

COLLABORATION

Medium term plans are to include the Mississippi Community Colleges and the districts of the Mississippi Department of Education.

IMPACT IF NO ACTION TAKEN

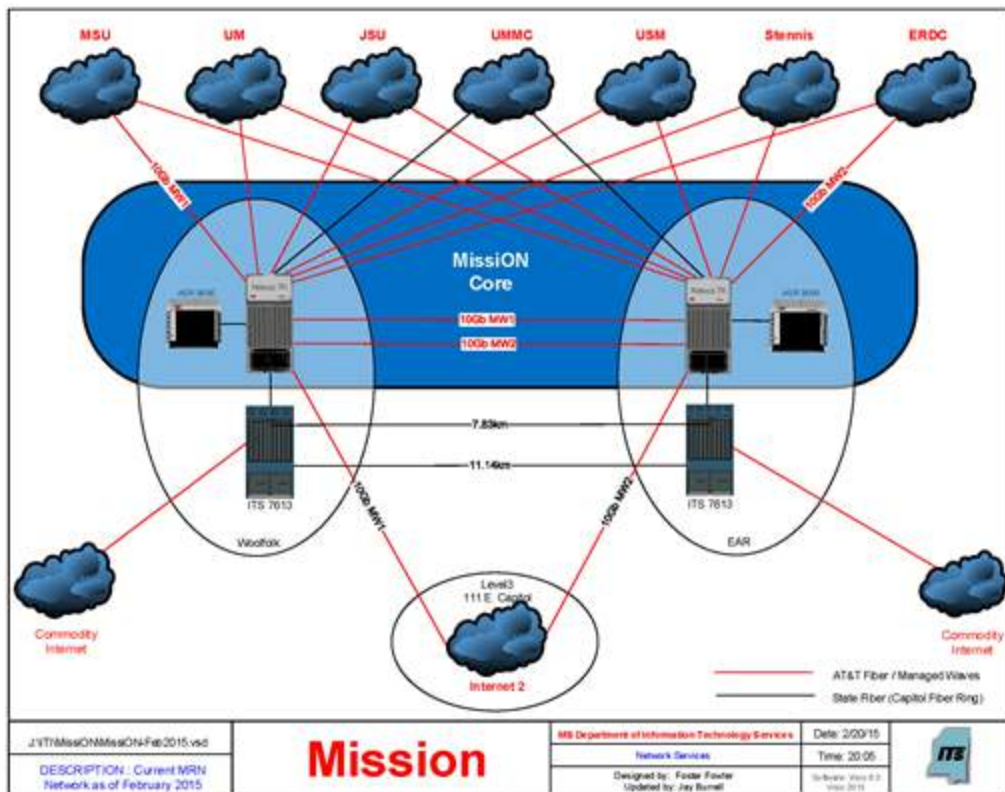
Failure to continue the Agreement will have significant impact on the ability of the research universities and the University of Mississippi Medical Center to have access to the bandwidth needed for ongoing and future research activities.

TECHNICAL ENVIRONMENT AND HOSTING

The research network, called the Mississippi Optical Network (MissiON), provides the infrastructure to foster new educational opportunities and keeps Mississippi's research universities nationally competitive among peer institutions. The network design consists of two diversely routed managed-wave 10 Gigabit connections (providing a capacity total of 20 Gigabit) from each research location back to the MissiON core infrastructure housed at the State Data Center and the Woolfolk Building in Jackson, Mississippi. Access to the research network is provided through a "connector" agreement with Internet 2, which has a point of presence (POP) located in Jackson, Mississippi.

Below is a diagram of the MissiON network as currently configured.

EXHIBIT 1



FUNDING

The four research universities and the University of Mississippi Medical Center share equally in the annual fee to Internet2 for connectivity to the network.

PROJECT COST / RESOURCE ESTIMATE SUMMARY

Current Request

Description	Amount
Internet2 Connector (7/1/18—6/30/19)	\$443,000.00
Internet2 Connector (7/1/19—6/30/20)	\$443,000.00
Internet2 Connector (7/1/20—6/30/21)	\$443,000.00
Total	\$1,329,000.00

Total Life Cycle Cost

Date	Description	Amount	Cumulative Total
7/28/11	Internet2 Connector for 3 years	\$1,575,000.00	\$1,575,000.00
5/14/15	Internet2 Connector for 3 years	\$1,329,000.00	\$2,904,000.00
Current Request	Internet2 Connector for 3 years	\$1,329,000.00	\$4,233,000.00

EXHIBIT 1

COST BENEFIT ANALYSIS / RETURN ON INVESTMENT

“In the economy of the future, the businesses that will have staying power, and growth potential, will be those most dependent on knowledge — on research, new ideas, new technologies, new processes, upgraded skills for their workers.”¹ Universities and higher education systems across the country are taking greater roles in their states’ economic development efforts with the importance of innovation in the economy giving rise to a new model for state economic development programs — one in which the development and distribution of knowledge is at least as important as more traditional incentive programs. Progressively, research universities will perform a leading and critical role in the long-term economic development of a state.

The university research community relies heavily upon a high bandwidth dedicated research and education network with robust support infrastructure to be competitive and have needs for future innovations in advanced higher bandwidth connections, and research and development networks that will favorably preposition university researchers as they seek funding and collaborators.

The leadership of the Institutions of Higher Learning is committed to participating in and leading key portions of the economic development of Mississippi. Both core and applied research are significant drivers for where Mississippi’s economy will go over the next phase of economic development. It is no stretch of the cost benefit analysis to say that an annual investment of \$433,000.00 in access to the premier research and education network can yield hundreds of millions of dollars in new wealth and job creation for Mississippians.

¹ Shaffer and Wright (2010) *A New Paradigm for Economic Development*, University of Albany, State University of New York.

ALTERNATIVES TO THE PROPOSED SOLUTION

Other Options Considered	Reasons for Rejecting Alternative Solution
Non-renewal of agreement	The alternative to the renewal of the Internet2 agreement is for MissiON to forego connection to a dedicated, high bandwidth research and education network. Doing so puts the research universities and UMMC at a decided disadvantage in their ability to conduct research and to collaborate with other universities and research entities.

EXHIBIT 1

ATTACHMENT B VENDOR CORRESPONDENCE



March 21, 2018

Dr. Glenn F. Boyce
Commissioner of Higher Education
Mississippi Institutions of Higher Learning
3825 Ridgewood Road, Suite 915
Jackson, MS 39211

RE: Sole Source Certificate Letter for MS Department of Information Technology Services

Dear Dr. Boyce:

Internet2, founded in 1996, is a not-for-profit organization governed by an executive Board of Trustees with membership as follows (as of February 28, 2018):

- 327 U.S. universities
- 70 leading corporations
- 50 affiliate members, including government agencies
- 43 regional and state education networks

Additionally, more than 65 national research and education networking partners representing over 100 countries provide networking capabilities and advanced applications that take advantage of the high-speed Internet2 Network. The 100 gigabit-per-second network delivers reliable production services for high-performance needs and creates a powerful experimental platform for the development of new applications. Internet2 also provides a test bed for research and enables the research, development and experimentation the Internet2 community can imagine.

Built by and for the research and education community, the Internet2 Network offers 100 gigabit Ethernet technology on its entire footprint, with multiple 100G links on many segments. By offering uninhibited performance on a deeply programmable platform, the Internet2 Network is propelling research and education forward. Internet2 is committed to improving problem detection and resolution throughout campus, regional, and national networking infrastructures to create a predictable and well-supported environment in which campus network users have routinely successful experiences in their use of advanced applications.

In addition to the Network, Internet2 has a focus on trust and identity and provides access to the InCommon Federation, the US education and research identity federation, providing a common framework for trusted shared management of access to online resources. Through InCommon, Identity Providers can give their users single sign-on convenience and privacy protection, while online Service Providers control access to their protected resources. Using the infrastructure facilities of the Internet2 Network and the federated authentication and

EXHIBIT 1

authorization services available through Internet2's InCommon, leaders have a dynamic and tailored technology toolkit to address new needs and challenges head-on.

Internet2 is the sole provider of access to the Internet2 Network in conjunction with its regional connector organizations.

Please contact me if you have any additional questions.

Sincerely,



James A. Pflasterer, CFO
Internet2

EXHIBIT 2

**PROJECT NUMBER 44219
AMENDMENT # 1 TO
SOFTWARE LICENSE & APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
INSTRUCTURE, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
DELTA STATE UNIVERSITY
(ORIGINAL PROJECT NUMBER 40410)**

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Software License & Application Service Provider Agreement executed on April 9, 2013 (hereinafter referred to as "Agreement"), between Instructure, Inc., a Delaware corporation having its principal place of business at 9020 South Sandy Parkway, Suite 300, Sandy, Utah 84070 (hereinafter referred to as "Licensor"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Delta State University located at 1417 Maple Street, Cleveland, Mississippi 38733 (hereinafter referred to as "Licensee" and/or "DSU"). ITS and DSU are sometimes collectively referred to herein as "State."

NOW THEREFORE, ITS, DSU, and Licensor, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement:

- 1) Article 2.1 under "Period of Performance" shall be and hereby is amended so as to renew the Agreement for a period of five (5) years beginning July 1, 2018, and continuing through the close of business on June 30, 2023.
- 2) Article 6.1 "Consideration and Method of Payment" shall be and hereby is revised so as to add the following: "As consideration for the performance of this Amendment Number 1, DSU shall pay Instructure per the pricing details specified in the attached Exhibit A-1. It is expressly understood and agreed that in no event will the additional compensation to be paid pursuant to this Amendment Number 1 exceed the specified sum of \$515,410.45."
- 3) Exhibit A in the Agreement shall be and hereby is augmented by the new Exhibit A-1, which is attached to this Amendment Number 1 and incorporated herein by reference. All references in the Agreement to "Exhibit A" shall be and hereby are revised to be "Exhibit A and Exhibit A-1."

EXHIBIT 2

All other terms and conditions of the Agreement executed on April 9, 2013, shall remain unchanged and in full force and effect.

State of Mississippi, Department of
Information Technology Services, on
behalf of Delta State University

Instructure, Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

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

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT 2

EXHIBIT A-1

Canvas Cloud Subscription

Description	Metric	Quantity	Unit Cost	Extended Cost
Year 1 (7/1/18 – 6/30/19)	FTE	3,529	\$26.43	\$93,271.47
Year 2 (7/1/19 – 6/30/20)	FTE	3,529	\$27.75	\$97,929.75
Year 3 (7/1/20 – 6/30/21)	FTE	3,529	\$29.14	\$102,835.06
Year 4 (7/1/21 – 6/30/22)	FTE	3,529	\$30.60	\$107,987.40
Year 5 (7/1/22 – 6/30/23)	FTE	3,529	\$32.13	\$113,386.77
			Grand Total:	\$515,410.45

EXHIBIT 3

PROJECT NUMBER 43911
SYSTEM LICENSE & INSTALLATION AGREEMENT
BETWEEN
PAR EXCELLENCE SYSTEMS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This Software License & Installation Agreement (hereinafter referred to as "Agreement") is entered into by and between PAR Excellence Systems, Inc. (hereinafter "PAR Excellence"), an Ohio corporation having its principal place of business at 11500 Northlake Drive, Cincinnati, Ohio 45249, 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 (hereinafter referred to as "Customer" and/or "UMMC") located at 2500 North State Street, Jackson, Mississippi 39216. ITS and Customer are sometimes referred to herein collectively as "State."

WHEREAS, PAR Excellence has developed, manufactures, sells and licenses certain computer software and hardware known as the PAR Excellence System; and

WHEREAS, Customer wishes to obtain the non-transferable and non-exclusive right to use the PAR Excellence System, including the hardware and software; and

WHEREAS, Customer wishes to obtain from PAR Excellence those services necessary to make its facility operational in the use of the PAR Excellence System; and

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. 4045 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, the Parties agree as follows:

1. **The PAR Excellence System consists of:**
 - a. The PAR Excellence System Software as defined in the Software License Description Rider.
 - b. PAR Excellence Hardware as defined in the PAR Location Component Description Rider.
 - c. Custom Interfaces as defined in the Interface Development Rider.
 - d. Related User Documentation (the "Documentation")

Definitions

- CPU means central processing unit;
- Installation Services are described in Paragraph 11.
- Custom Interface means software developed specifically for Customer to enable the Customer's software to interface with the System Software. The Custom Interfaces to be available are described in the Interface Development Rider.
- Updates and Modifications mean improvements to the functionality of the System Software, which are not separately marketed and sold.
- Customer Hardware means the computer hardware and peripherals to be acquired by Customer from third parties, as described in the Minimum Hardware Requirements Rider.

EXHIBIT 3

2. Contract Documents

This Agreement shall consist of the System License and Installation Agreement together with the following exhibits/Riders:

- A. Hardware & Installation Price Exhibit
- B. Software License Description Rider
- C. Minimum Hardware Requirements Rider
- D. Interface Development Rider
- E. Hardware Description Rider
- F. Volume Discount Schedule Rider
- G. Travel & Living Policy Rider
- H. Software/Hardware Pricing Rider
- I. Installation Guide Rider
- J. Customer's Standard Terms and Conditions Addendum.

3. License

PAR Excellence hereby grants to Customer a non-transferable and non-exclusive right to use the Software as defined above, subject to and pursuant to the terms and conditions set forth herein.

4. Term

This Software license shall be for a perpetual term, commencing upon the execution of this license and subject only to the terms set forth in Section 19 below.

5. Pricing and Payment Terms

- a. All pricing and volume discounts are delineated in the Software/Hardware Purchase Pricing Rider and the Volume Discount Schedule Rider. The cost of the products and services to be provided during the ensuing three (3) years is specified in the attached Exhibit A. In no event will the total compensation to be paid hereunder exceed the specified sum of \$819,319.17 unless prior written authorization from ITS has been obtained.
- b. These fees will remain as delineated for all purchase orders issued prior to November 30, 2020.
- c. Software Fees for each software license purchased will be invoiced upon Acceptance. Acceptance of each software product licensed shall occur as of the first use of the software product in live business operations.
- d. Custom Interface Development Fees for each interface purchased will be invoiced on Acceptance. Acceptance shall occur as of the first use of the interface in live business operations.
- e. Installation Services will be invoiced every two weeks for installation services rendered prior to the date of invoice.
- f. Hardware, accessories and supplies will be invoiced on delivery.
- g. All invoices are due and payable within 45 days of Customer's receipt. All items are shipped F.O.B. Customer designated location. The cost of shipping shall be added to the PAR Excellence invoice and paid by Customer.
- h. All prices and other charges hereunder are exclusive of all federal, state, municipal or other governmental excise, sales, use, and occupational or similar taxes. Any amount due hereunder shall be increased by an amount equal to any tax PAR Excellence may be required to collect or pay in connection herewith, other than taxes on the income of PAR Excellence. If a certificate of exemption or similar document, or other proceedings necessary to exempt any transactions contemplated herein from such tax liability is available, Customer shall be responsible for obtaining such a certificate or document and furnishing same to PAR Excellence and/or for engaging in such proceeding.

EXHIBIT 3

- i. A late payment charge of 1.5% per month shall apply to any payment due from the Customer that is in arrears for a period of forty-five (45) days.

6. Use of Programs

- a. For each System purchased, the Customer shall have the right to use the System Software and Custom Interfaces on a single CPU, located on the Customer's premises. The Software may not be used with a network or other hardware that allows the Software to be used on multiple CPUs unless one authorized copy of the Software has been licensed from PAR Excellence, Inc. for each CPU executing the Software. Customer may make one back-up copy of the System Software for archival and disaster recovery purposes and one copy for use on a CPU dedicated to software testing and interface evaluation and which is not used for hospital operations.
- b. Customer shall have the right to utilize the support materials, which PAR Excellence may provide in support of Customer's use of the Software, pursuant to and subject to the terms and conditions of this Agreement.

7. Ownership

Customer acknowledges and agrees that all rights, title and interest in and to the Software and all Updates and Modifications thereof, and such materials, programming know-how, Documentation and other information as may be provided by PAR Excellence, are the sole and exclusive property of PAR Excellence. Customer shall have no rights therein except as expressly provided herein.

8. Restrictions

- a. Except as provided by this Agreement, Customer shall not in any manner whatsoever, transmit, disclose or otherwise make available, and Customer shall not permit any of its employees or agents to transmit, disclose or otherwise make available, directly or indirectly, to any person or entity, any portion of any Software, Updates or Modifications thereof, related materials, programming know-how, Documentation, and other information as may be provided by PAR Excellence, and the Customer and its employees and agents shall refrain from using any of the foregoing for any purpose other than those permitted hereunder. Customer shall not permit any person or entity to use or copy Software or any related materials in any manner inconsistent with this Agreement.

Customer acknowledges and agrees that no rights are granted to it for any source or other human readable code. Customer will not, under any circumstances, reverse engineer, reverse compile or disassemble any Part of any software contained in the Software, in whole or in part, nor will Customer use any mechanical, electronic, or other method to trace, de-compile, disassemble or identify the source code of any part of the Software or encourage others to do so.

- b. Customer shall take all reasonable action with respect to their employees, agents and other persons having access to such Software and Documentation as designated in this Section, to satisfy the obligations under this Agreement with respect to the protection, confidentiality and security of such Software and Documentation.

9. Support Materials

- a. PAR Excellence shall provide without additional charge its standard Documentation in electronic form for each copy of the Software for which Customer acquires a License. The Documentation may be used solely in support of Customer's use of the Software. Customer may make copies of the Documentation as may be necessary to operate the System.
- b. All Documentation provided by PAR Excellence and any copies made by Customer shall at all times be the property of PAR Excellence for use pursuant to and subject to the terms and conditions herein.

10. No Implied License

No License or right is hereby granted by implication or otherwise except as specifically set forth herein.

11. Installation Services

- a. The following installation services are included in the PAR Server Facility License fee.

EXHIBIT 3

PAR Server Software Installation
Initial Item Database Loading for each PAR Location
Initial iTag or BarTag Construction and Registration for each PAR Location
Initial System Parameter Setup

- b. The Customer may request "Turnkey" or "Train-The-Trainer" installation and training assistance at the then current rate. Details of such installation and training options are stated in the Installation Guide Rider.
- c. The Customer shall be responsible for all out-of-pocket travel and living expenses. The PAR Excellence travel and living policies are stated in the Travel and Living Policy Rider. All travel and per diem expenses will be invoiced by PAR Excellence as they are incurred. PAR Excellence shall use hotel facilities that are mutually agreeable to PAR Excellence and Customer. It is understood by the parties that all travel and travel expenses must be pre-approved by Customer and shall not exceed the daily amount allowed by the Mississippi Department of Finance and Administration.

12. Assignment

- a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- b. This Agreement is not assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- c. In the event of an assignment, the parties agree to promptly execute, acknowledge and deliver such further instruments pertaining to such assignment which, in the opinion of the assigning party may be necessary or desirable to effect any such assignment or to protect the assignee's rights, in accordance with the consent given by the other party.

13. Warranties

- a. PAR Excellence warrants its Software products for a period of three hundred sixty-five (365) days after delivery to Customer's site. PAR Excellence warrants that the Software will perform substantially in accordance with the Documentation provided with the Software. If Customer notifies PAR Excellence that the Software materially deviates from the Documentation, PAR Excellence shall confirm the existence of such deviation and, if confirmed, without charge to the Customer, shall correct such deviation.

Customer acknowledges and agrees that any failure of the Software may be the result of the use by Customer of modifications of the Software made by the Customer or a third Party, improper use, storage or handling of the Software, accidents, acts of nature, disaster, negligence or a failure of the hardware. To the extent authorized by Mississippi law, PAR Excellence shall assume no liability, responsibility or other obligation hereunder or otherwise for any condition, defect or malfunction caused in whole or in part by any of the foregoing or for the ability of Customer's personnel to use the Software and related Documentation or for the claims of third Parties arising from or in connection with the use of the Software and related Documentation.

- b. PAR Excellence warrants its hardware equipment against defects in materials and workmanship for a period of three hundred sixty-five (365) days from the date of delivery of the Hardware to Customer's site. If a defect is identified, PAR Excellence will, at its option, repair or replace the product at no charge provided it is returned during the warranty period, with transportation charges prepaid, to the PAR Excellence Service Department. This warranty does not apply if the product has been damaged by external electrical fault, accident, acts of nature, disaster, abuse, misuse, improper cleaning, or misapplication, such as, but not limited to, use of liquid or spray cleaners on electric or electronic products; has been modified without the written permission of PAR Excellence; or if any PAR Excellence serial number has been removed or defaced. PAR Excellence may use remanufactured, refurbished, or used parts and modules in making warranty repairs.
- c. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION HEREOF, PAR EXCELLENCE MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE

EXHIBIT 3

WHATSOEVER WITH RESPECT TO THE HARDWARE, SOFTWARE, RELATED DOCUMENTATION AND SERVICES, AND WITHOUT LIMITATION AND TO THE EXTENT ALLOWED BY MISSISSIPPI LAW, DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

- d. WITHOUT LIMITING THE FOREGOING, PAR EXCELLENCE MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY WIRELESS DEVICE EMPLOYED IN ITS SYSTEMS WILL BE FREE FROM OR IMMUNE TO TRANSMISSION INTERFERENCE. WITH RESPECT TO INSTALLATIONS IN CALIFORNIA, PAR EXCELLENCE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO HAVING SOUGHT OR OBTAINED OSHPD OR SIMILAR CERTIFICATIONS FOR ANY COMPONENT OR DEVICE PROVIDED OR SOLD BY IT.
- e. INTENTIONALLY OMITTED. TOPIC MOVED TO ARTICLE 15.
- f. THE PAR SECURE CABINETS CAN BE CONFIGURED TO REMAIN LOCKED OR TO REMAIN OPEN IN THE EVENT OF A POWER FAILURE. IF THE CUSTOMER CHOOSES TO CONFIGURE THE CABINETS TO REMAIN LOCKED OR IN THE EVENT OF A MALFUNCTION OF THE LOCKING MECHANISM, THE PAR SECURE CABINETS CAN BE OPENED ONLY USING THE CABINET KEYS PROVIDED AT THE TIME OF INSTALLATION. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING THE KEYS IN AN ACCESSIBLE LOCATION. CUSTOMER MAY MAKE AS MANY COPIES OF THE PAR SECURE KEYS AS CUSTOMER DEEMS APPROPRIATE. CUSTOMER ACKNOWLEDGES THAT PAR SECURE CABINETS ARE NOT DESIGNED OR INTENDED TO BE USED FOR STORAGE OF CRITICAL AND/OR LIFE SAVING SUPPLIES OR MATERIALS.
- g. All disclaimers, limitations, and exclusions included in this Section 13 are applicable only to the extent permitted or authorized by Mississippi Law.

14. Customer's Sole and Exclusive Remedy

To the extent permitted or authorized by Mississippi Law, except as otherwise specifically set forth in this Agreement, Customer's sole and exclusive remedy against PAR Excellence for any liability, responsibility or their obligation hereunder or otherwise with respect to the breach of any warranty shall be the repair or replacement by PAR Excellence of the Hardware, Software and related Documentation in accordance with the terms hereto.

15. Overall Limitation of Damages

Unless jointly agreed otherwise in writing, PAR Excellence's liability shall not exceed the total amount paid or payable by Customer to PAR Excellence under this Agreement, including any amounts paid pursuant to amendments and change orders. In no event will PAR Excellence be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless PAR Excellence was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of PAR Excellence. The language contained herein tending to limit the liability of PAR Excellence will apply to Customer to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that PAR Excellence is precluded from relying on any contractual damages limitation language within this Agreement where the Contractor acts fraudulently or in bad faith.

16. Intellectual Property Warranty

PAR Excellence represents and warrants that it has no knowledge of any right, title and interest in the software and any hardware manufactured by PAR Excellence other than its own. PAR Excellence represents and warrants that it knows of no fact or circumstance indicating that commercial use and sale of the Software will infringe any rights existing under the laws of the United States or any state thereof of any other person or entity.

17. Customer's Obligations

EXHIBIT 3

- a. The Customer is responsible for all Customer Hardware as defined in paragraph 1. This hardware must meet PAR Excellence specifications as defined in the Minimum Hardware Requirements Rider. The Customer is also responsible for the Windows Operating System.
- b. Customer will provide a network connection to the PAR Excellence Server and will send appropriate patient admission, discharge and transfers via this connection.
- c. Customer will provide Admission, Discharge, Transfer (ADT) of patients record layouts, protocols and output copy (for all transaction types) to allow PAR Excellence to develop the required ADT interface.
- d. Customer will provide a network connection at each PAR Location.
- e. The Customer will provide PAR Excellence with remote access capabilities to diagnose and correct errors.
- f. Each supply location must have adequate wall space and an accessible electrical outlet to accommodate the installation of the PAR Excellence equipment.
- g. The Customer is responsible for support and maintenance of all equipment not covered under this Agreement, including but not limited to commercially manufactured computers, printers, and all other devices associated with telecommunications and networking.
- h. The physical arrangement of shelving and the items on them is the responsibility of the Customer. With respect to California installations, the Office of Statewide Health Planning and Development (OSHPD) compliance and certification is the responsibility of the Customer.
- i. Customer is required to perform daily backups of the data on the computer system used by the Software so that the likelihood of data loss is minimized. Customer shall be solely responsible for backup software and hardware. Customer shall be responsible for keeping its computer system free of computer viruses.
- j. For users of PAR Bins and PAR Secure Cabinets, whether acquired initially or subsequent to initial installations of PAR Excellence Systems, Customer shall and PAR Excellence shall have no liability with respect Customer's failure to:
 - i. use PAR Vision software to monitor PAR Bins performance, and resolve issues identified by PAR Vision. Customer shall notify PAR Excellence of any PAR Bins issue which Customer cannot resolve.
 - ii. identify critical and lifesaving supplies and ensure the availability of such supplies at an alternate supply location in the event of a power outage or other human, electrical, or mechanical problem with PAR Bins.
 - iii. for supplies of a critical and lifesaving nature, conduct regular periodic reconciliations by physical count, comparing supplies reported by PAR Bins to supplies actually existing in PAR Bins.
 - iv. not store critical or lifesaving supplies in PAR Secure Cabinets.
- k. Customer will be responsible for use of the quantity of patient charges information provided via email by PAR Excellence each day to verify that all patient charges collected by the PAR Excellence System are being transferred to the Customer's patient billing system. Customer acknowledges that PAR Excellence cannot verify capture of patient charges without communication from Customer. Customer will be responsible for uncaptured charges if it elects not to verify such charges and notify PAR Excellence within 24 hours.

EXHIBIT 3

- I. Customer will coordinate with its internal infection control staff the proper maintenance and cleaning processes for PAR scales and equipment located in sterile environments.

18. Returns

- a. Customer may return purchased hardware products for credit, provided that the returned hardware products meet the following conditions:
 - i. All returned product must be new, unused, undamaged and in the original packaging;
 - ii. All returned products must have been stored in an enclosed, temperature controlled environment;
 - iii. All product returns must pass inspection by PAR Excellence upon receipt by PAR Excellence. That inspection will take place within 10 business days from the return date. Customer will be notified within 15 business days of any of nonconforming returns.

19. Termination

- a. The license granted herein will remain in effect so long as the Customer is using the PAR Excellence System and the license is not otherwise terminated in accordance with the terms set forth below.
- b. Customer may terminate this Agreement in the event PAR Excellence ceases to do business as a going concern or materially breaches any term or provision hereof and fails to remedy or commence and diligently proceed to remedy such breach within ninety (90) days after its receipt of written notice of breach from the Customer. Such notice shall identify the breach in detail. In the event of an un-remedied material breach, Customer shall:
 - i. be relieved of any further financial obligations to PAR Excellence under this Agreement.
 - ii. be entitled to continue using the Software indefinitely and shall be deemed to possess a permanent, fully paid-up, non-exclusive license for the use of the Software and related Documentation at no further cost or expense.
- c. PAR Excellence may terminate this Agreement if Customer fails to make any payment when due or in the event of a material breach of any of the other terms of this Agreement by Customer which is not cured within ninety (90) days after written notice of such breach. Upon termination due to Customer's material breach of any term of this Agreement, the following shall occur:
 - i. Customer's license to use the Program shall terminate, and Customer shall immediately turn over to PAR Excellence all copies of the Software and Documentation, and shall remove and erase completely any copies of the Software installed or recorded on the hard disk or other storage medium. Customer shall promptly certify to PAR Excellence in writing that it has complied with this requirement.
 - ii. Customer shall pay to PAR Excellence all fees due through the effective date of termination.
- d. The termination of this Agreement shall not extinguish any rights or obligations of the Parties relating to protection of Confidential Information.
- e. In the event PAR Excellence files or has filed against it a petition for liquidation in bankruptcy or ceases doing business as a going concern, Customer shall be entitled to a permanent, paid-up, non-exclusive license to use the System Software in source code form solely for purposes of administering and troubleshooting its System Software.
- f. This Agreement may be terminated at any time by either party provided thirty (30) days written notice is given to the other party. Upon termination, Customer will be entitled to a refund of applicable unexpended prorated annual support/maintenance fees/charges, if any.

EXHIBIT 3

20. Captions

The Captions of the various sections of this Agreement have been inserted for the purpose of convenience only such captions are not Part of the Agreement and shall not be deemed in any manner to modify; explain, enlarge, or restrict any of the provisions of this Agreement.

21. Independent Contractors

- a. The Parties hereto agree that PAR Excellence and any agents and employees of PAR Excellence, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers or employees or agents of Customer.
- b. The Parties hereto agree that Customer and any agents and employees of Customer, in the performance of this Agreement, shall act in the capacity of independent contractors and not as officers or employees or agents of PAR Excellence.

Any Updates and Modifications and new products that are introduced while under this Agreement shall be added to the Software License Description Rider, Minimum Hardware Requirements Rider, Interface Development Rider, Hardware Description Rider, Volume Discount Schedule Rider, Travel and Living Policy Rider, Software/Hardware Pricing Rider, and/or Installation Guide Rider; and will become part of this agreement. PAR Excellence will provide the applicable updated Rider(s) in writing to UMMC thirty (30) days prior to becoming part of the Agreement.

22. Notices

All statements, notices or other communications hereunder 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 by overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein, or to such other address or addresses as may be designated in writing by notice given to the other Party pursuant to this section. 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: Stephanie R. Jones, Deputy General Counsel, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. PAR Excellence's address for notice is: Thaddeus Mac Krell, Chief Executive Officer, PAR Excellence Systems, Inc., 11500 Northlake Drive, Cincinnati, Ohio 45249. Notice shall be deemed given when actually received or when refused.

23. Construction

This Agreement together with the Appendices hereto constitutes the entire Agreement and understanding between the Parties hereto and supersedes and replaces any and all prior arrangements and understanding between them. This Agreement may not be amended, changed or terminated except in a writing signed by both Parties. In entering this Agreement, Customer did not rely upon representation, warranty or covenant not expressly set forth herein

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, except its conflicts of laws provision.

25. Separability of Covenants

If any provision (or portion thereof) of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law or by a court of competent jurisdiction or other tribunal, such provision (or portion thereof) shall be deemed to be omitted from this Agreement and the remainder of this Agreement shall remain in full force and effect provided the provision or portion omitted will not prevent substantial performance of this Agreement.

26. Record Retention and Access to Records

PAR Excellence 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

EXHIBIT 3

authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the PAR Excellence's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the Customer's or PAR Excellence's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the PAR Excellence 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.

27. Sovereign Immunity

By entering into this Agreement with PAR Excellence, the Customer in no way waives its sovereign immunities or defenses as provided by law.

28. 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.

29. 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. PAR Excellence understands and agrees that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer'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.

EXHIBIT 3

In Witness Whereof, the Parties hereto have executed this Agreement on the day and year set forth below.

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

PAR Excellence Systems, Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

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

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: _____
Authorized Signature

Printed Name: LouAnn Woodward, M.D.

Title: Vice Chancellor for Health Affairs

Date: _____

EXHIBIT 3

**PROJECT NUMBER 43911
SUPPORT SERVICES AGREEMENT
BETWEEN
PAR EXCELLENCE SYSTEMS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

This Support Services Agreement (hereinafter referred to as "Agreement") is entered into by and between PAR Excellence Systems, Inc. (hereinafter "PAR Excellence"), an Ohio corporation having its principal place of business at 11500 Northlake Drive, Cincinnati, Ohio 45249, 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 (hereinafter referred to as "Customer") located at 2500 North State Street, Jackson, Mississippi 39216. ITS and Customer are sometimes referred to herein collectively as "State."

WHEREAS, PAR Excellence owns and has licensed to Customer certain Software under the System License & Installation Agreement; and

WHEREAS, Customer wishes to obtain from PAR Excellence those services necessary for on-going support of the hardware and software indicated above; and

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. 4045 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, the parties agree as follows:

1. Services Rendered

PAR Excellence shall provide the following support services:

- a. Diagnose problems and determine whether such problem is related to software or hardware covered under this Support Service Agreement. If such problem is determined to be caused by software or hardware covered under this Agreement, PAR Excellence will correct the problem.
 - i. If the problem is Software related, PAR Excellence shall attempt to correct the problem via phone. If necessary, PAR Excellence shall make all required changes to the Software and related Documentation.
 - ii. If the problem is related to PAR Excellence covered hardware (as delineated in the Software/Hardware Support Fees Rider) PAR Excellence will initially attempt to correct the problem via phone. If necessary, at its option, PAR Excellence shall repair or replace the product at no charge provided it is returned during the period covered by this Support Services Agreement, with transportation charges prepaid to the PAR Excellence Service Department. PAR Excellence may use remanufactured, refurbished or used parts and modules in making repairs.
- b. Make its staff readily available by telephone to diagnose and correct problems for customers 24 hours a day, seven days a week.

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- c. Make available to the Customer, on a periodic basis, all updates and improvements to the Licensed Software as are generally made available to the trade. Updates and improvements refer to changes in the Licensed Software that improve or add to functionality and that are not marketed or sold separately.
- d. Provide reasonable assistance to the customer in solving problems that are not caused by Software or Hardware covered under this Agreement. PAR Excellence reserves the right to charge the customer for such assistance at PAR Excellence's then current technical consulting rates if in PAR Excellence's reasonable opinion this assistance becomes excessive. The technical consulting rates as of the date of this Agreement are \$120 per hour and are subject to change at any time by PAR Excellence. PAR Excellence will obtain written approval before beginning any billable task as referenced in this paragraph.

2. Fees and Payment Terms

- a. All fees and volume discounts are delineated in the Software/Hardware Support Fees Rider at the end of this Agreement. The cost of the services to be provided during the ensuing three (3) years is specified in the attached Exhibit A. In no event will the total compensation to be paid hereunder exceed the specified sum of \$177,664.22 unless prior written authorization from ITS has been obtained.
- b. The Support Fees may be escalated in any year however no fee increase shall apply during the first 12 months of this Agreement and thereafter, the percentage increase in the Support Fees will be the lesser of the annual increase in the Medical Consumer Price Index, (the "M-CPI") as published by the U.S. Health Services Resources Administration (HRSA) or 3%, from the date of this Agreement through the effective date of the increase. In the event that at any time during the term hereof the HRSA shall discontinue the issuance of the M-CPI, the parties hereto agree to use any other standard nationally recognized cost of living index then issued and available, which is published by the United States Government. PAR Excellence will provide at least thirty (30) days' written notice to Customer of any said increase in fees.
- c. Fees will be invoiced following the warranty period. No service or support fees will be due during the warranty period except as provided in Section 1.d. above.
- d. All monthly Support Fees are due by the 1st day of the month for which service is being provided.
- e. All prices and other charges hereunder are exclusive of all federal, state, municipal or other governmental excise, occupation or similar taxes. Any amount due hereunder shall be increased by an amount equal to any tax PAR Excellence may be required to collect or pay in connection herewith, other than taxes on the income of PAR Excellence. If a certificate of Exemption or similar documents, or other proceeding necessary to exempt any transactions contemplated herein from such tax liability, Licensee shall obtain such a certificate or document and/maintain such proceeding.
- f. A late payment charge of 1.5% per month shall apply to any payment due from the Customer that is in arrears for a period of forty-five days.

3. Customer's Obligations

- a. The Customer will provide PAR Excellence with remote access capabilities to diagnose and correct errors.
- b. The Customer shall maintain one spare Touch Probe, or scanner, if these products are used by the Customer.
- c. The Customer shall assure that at least two employees of the Customer are trained and available to perform the following tasks:
 - i. Turn the PAR Location equipment on or off
 - ii. Disconnect and reconnect power from the PAR Location equipment
 - iii. Disconnect and reconnect downloading units from the PAR Location equipment
 - iv. Change the battery of Touch Probes or scanners, if used by the Customer
 - v. Properly register and exchange PAR Location equipment
 - vi. Visually and verbally assist PAR Excellence in diagnosing PAR Location equipment problems.

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- d. The Customer shall assure that at least two employees of the Customer are fully trained on the PAR Excellence System and available to perform the following tasks.
 - i. Maintain the system database.
 - ii. Build and extract orders.
 - iii. Build and extract applicable interfaces.
 - iv. Perform system backup.
 - v. Visually and verbally assist PAR Excellence in diagnosing Software problems.
- e. The Customer is responsible for support and maintenance of all equipment not listed in the Software/Hardware Support Fees Rider, including but not limited to the PAR Server hardware and any other commercially manufactured computers, protocol converters, printers, and all other devices associated with telecommunications and networking.
- f. For users of PAR Bins and PAR Secure Cabinets, whether acquired initially or subsequent to initial installations of PAR Excellence Systems, Customer shall use PAR Vision software to monitor PAR Bins performance, and resolve issues identified by PAR Vision. Customer shall notify PAR Excellence of any PAR Bins issue which Customer cannot resolve. Customer shall and PAR Excellence shall have no liability with respect Customer's failure to:
 - identify critical and lifesaving supplies and ensure the availability of such supplies at an alternate supply location in the event of a power outage or other human, electrical, or mechanical problem with PAR Bins .
 - for supplies of a critical and lifesaving nature, conduct regular periodic reconciliations by physical count, comparing supplies reported by PAR Bins to supplies actually existing in PAR Bins.
 - not store critical or lifesaving supplies in PAR Secure Cabinets.
- g. Customer will be responsible for use of the quantity of patient charges information provided via email by PAR Excellence each day to verify that all patient charges collected by the PAR Excellence System are being transferred to the Customer's patient billing system. Customer acknowledges that PAR Excellence cannot verify capture of patient charges without communication from Customer. Customer will be responsible for uncaptured charges if it elects not to verify such charges and notify PAR Excellence within 24 hours.
- h. Customer will coordinate with its internal infection control staff the proper maintenance and cleaning processes for PAR scales and equipment located in sterile environments.

4. Assignment

- a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- b. This Agreement is not assignable without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- c. In the event of an assignment, the Parties agree to promptly execute, acknowledge and deliver such further instruments pertaining to such assignment, which, in the opinion of the assigning party may be necessary or desirable to effect any such assignment or to protect the assignee's rights, in accordance with the consent given by the other party.

5. Warranty

- a. PAR Excellence warrants that the services to be rendered hereunder will be rendered in a good and workman-like manner and in accordance with the terms set forth herein.
- b. PAR Excellence shall assume no liability, responsibility of other obligation hereunder or otherwise for any condition, defect or malfunction caused in whole or in part by improper use, operation storage or handling of the PAR Excellence System or any part thereof, accidents, acts of nature, disaster, negligence or a failure of hardware.

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- c. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH HEREIN AND IN THE SYSTEM LICENSE AND INSTALLATION AGREEMENT, PAR EXCELLENCE MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO THE HARDWARE, SOFTWARE, RELATED DOCUMENTATION, AND SERVICES, AND WITHOUT LIMITATION AND TO THE EXTENT ALLOWED BY MISSISSIPPI LAW, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.
- d. Unless jointly agreed otherwise in writing, PAR Excellence's liability shall not exceed the total amount paid or payable by Customer to PAR Excellence under this Agreement, including any amounts paid pursuant to amendments and change orders. In no event will PAR Excellence be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless PAR Excellence was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of PAR Excellence. The language contained herein tending to limit the liability of PAR Excellence will apply to Customer to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that PAR Excellence is precluded from relying on any contractual damages limitation language within this Agreement where the Contractor acts fraudulently or in bad faith.
- e. THE PAR SECURE CABINETS CAN BE CONFIGURED TO REMAIN LOCKED OR TO REMAIN OPEN IN THE EVENT OF A POWER FAILURE. IF THE CUSTOMER CHOOSES TO CONFIGURE THE CABINETS TO REMAIN LOCKED OR IN THE EVENT OF A MALFUNCTION OF THE LOCKING MECHANISM, THE PAR SECURE CABINETS CAN BE OPENED ONLY USING THE CABINET KEYS PROVIDED AT THE TIME OF INSTALLATION. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING THE KEYS IN AN ACCESSIBLE LOCATION. CUSTOMER MAY MAKE AS MANY COPIES OF THE PAR SECURE KEYS AS CUSTOMER DEEMS APPROPRIATE. CUSTOMER ACKNOWLEDGES THAT PAR SECURE CABINETS ARE NOT DESIGNED OR INTENDED TO BE USED FOR STORAGE OF CRITICAL AND/OR LIFE SAVING SUPPLIES OR MATERIALS.
- f. All limitations, liabilities and remedies included herein this section are applicable only to the extent permitted or authorized by Mississippi Law.

6. Customer's Sole and Exclusive Remedy

To the extent permitted or authorized by Mississippi Law, customer's sole and exclusive remedy against PAR Excellence for any liability, responsibility or other obligation hereunder or otherwise with respect to the Hardware, Software, and related Documentation, shall be the repair or replacement by PAR Excellence of the Hardware, Software and related Documentation in accordance with the terms hereto.

7. Term and Termination

- a. This Agreement shall commence upon the execution of both parties and will remain in effect through November 30, 2020.
- b. Customer may terminate this Support Services Agreement on each anniversary date of the execution agreement by providing a 30-day notification, in writing, to the other party of its intention to terminate. Upon termination, Customer shall pay to PAR Excellence all fees due through the effective date of such termination. PAR Excellence may terminate this Support Services Agreement on each anniversary date of the execution agreement beginning on the third anniversary, by providing a 30-day notification, in writing, to the other party of its intention to terminate. Upon termination, Customer will be entitled to a refund of applicable unexpended prorated annual support/maintenance fees/charges, if any.
- c. Customer may terminate this Agreement for a material breach of any of the terms of this Agreement by PAR Excellence, which is not cured within ninety (90) days after written notice of such breach.
- d. PAR Excellence may terminate if Customer fails to make any payment when due or for a material breach of any of the other terms of this Agreement by Customer which is not cured within ninety (90) days after written notice of such breach.

EXHIBIT 3

8. Captions

The captions of the various sections of this Agreement have been inserted for the purpose of convenience only; such captions are not part of the Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

9. Independent Contractors

- a. The parties hereto agree that PAR Excellence and any agents and employees of PAR Excellence, in the performance of this Agreement, shall act in the capacity of independent contractors and not as officers or employees or agents of Customer.
- b. The parties hereto are independent contractors. Neither party shall be deemed an employee, agent or representative of the other.

Any support associated with Updates and Modifications and new products that are introduced while under this Agreement shall be added to the Software/Hardware Support Fees Rider and will become part of this Agreement. Par Excellence will provide the updated Software/Hardware Support Fees Rider in writing to UMMC thirty (30) days prior to becoming part of the Agreement.

10. Notices

All statements, notices or other communications hereunder 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 by overnight courier with signed receipt to the party to whom the notice should be given at their business address listed herein, or to such other address or addresses as may be designated in writing by notice given to the other party pursuant to this section. 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: Stephanie R. Jones, Deputy General Counsel, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. PAR Excellence's address for notice is: Thaddeus Mac Krell, Chief Executive Officer, PAR Excellence Systems, Inc., 11500 Northlake Drive, Cincinnati, Ohio 45249. Notice shall be deemed given when actually received or when refused.

11. Waiver

Any waiver by PAR Excellence or Customer of any rights arising from any breach or any of the terms of this Agreement shall not be construed as the continuing waiver by PAR Excellence or Customer of other breaches of the same or other terms of this Agreement.

12. Entire Agreement

This Agreement, together with its exhibits/riders, may not be changed or terminated orally and constitutes the entire Agreement and understanding between the parties hereto and supersedes and replaces any and all prior arrangements and understanding between them. In entering this Agreement, Customer did not rely upon representation, warranty or covenant not expressly set forth herein. This Agreement shall consist of the Support Services Agreement together with the following exhibits/riders:

- A. Support Costs Exhibit
- B. Software/Hardware Support Fees Rider
- C. Customer's Standard Terms and C

13. Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

14. Separability of Covenants

If any provision (or portion thereof) of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law or by a court of competent jurisdiction or other tribunal, such provision (or portion thereof) shall be deemed to be omitted from this Agreement and the remainder of this Agreement shall remain in full force and effect provided the provision or portion omitted will not prevent substantial performance of this Agreement.

15. Record Retention and Access to Records

EXHIBIT 3

PAR Excellence 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 PAR Excellence's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the Customer's or PAR Excellence's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the PAR Excellence 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.

16. Sovereign Immunity

By entering into this Agreement with PAR Excellence, the Customer in no way waives its sovereign immunities or defenses as provided by law.

17. 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.

18. 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. PAR Excellence understands and agrees that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer'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.

EXHIBIT 3

In Witness Whereof, the parties hereto have executed this Agreement on the day and year set forth below.

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

PAR Excellence Systems, Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

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

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: _____
Authorized Signature

Printed Name: LouAnn Woodward, M.D.

Title: Vice Chancellor for Health Affairs

Date: _____

EXHIBIT 4



Service Order Form

BILLING INFORMATION			
Customer Name		Sales Representative	Proposal Reference
Mississippi University for Women (MUW)		Fenly Davis	Q-27753
Billing Address		Tax ID	Contract ID
1100 College Street, MUW 1604		646000826	
City, State	Zip Code	Billing Contact Phone	
Columbus , MS	39701	(662) 329-7219	
Billing Contact Name		Billing Contact E-mail	
Sarah Hall		smhall@muw.edu	
Technical Contact Name		Technical Contact E-mail	
Rodney Godfrey		ragodfrey@muw.edu	

Customer acknowledges that it is purchasing or changing the products and services listed on Exhibit A under that certain State of MS Contract No: 5000 and that the terms and conditions of such contract shall apply hereto.

Client Authorized Signature	Date
Client Name	Client Title

EXHIBIT 4

Exhibit A – Product and Services

Carrier Chapel: Carrier Chapel 1200 3rd Ave S, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
VVX 311 - Rental	VoIP phone	New	1	\$2.13	\$2.13	\$0.00
IP Voice State Contract	Hosted VoIP line	New	1	\$7.00	\$7.00	\$0.00
Location Totals:					\$25.71	\$0.00

Cochran Hall: Cochran Hall 1205 3rd Ave S, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
VVX 311 - Rental	VoIP phone	New	23	\$2.13	\$48.99	\$0.00
IP Voice State Contract	Hosted VoIP line	New	23	\$7.00	\$161.00	\$0.00
Location Totals:					\$226.57	\$0.00

Cromwell: Cromwell 620 10th Street South, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	2	\$16.58	\$33.16	\$0.00
VVX 311 - Rental	VoIP phone	New	24	\$2.13	\$51.12	\$0.00
IP Voice State Contract	Hosted VoIP line	New	24	\$7.00	\$168.00	\$0.00
Location Totals:					\$252.28	\$0.00

Eckford / Health Center: Eckford / Health Center 404 Serenade Dr, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
IP Voice State Contract	Hosted VoIP line	New	3	\$7.00	\$21.00	\$0.00
VVX 311 - Rental	VoIP phone	New	3	\$2.13	\$6.39	\$0.00
Location Totals:					\$43.97	\$0.00

EDHS (Edu & Human Science): EDHS (Edu & Human Science) 520 11th St S, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
IP Voice State Contract	Hosted VoIP line	New	30	\$7.00	\$210.00	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	2	\$16.58	\$33.16	\$0.00
VVX 311 - Rental	VoIP phone	New	30	\$2.13	\$63.90	\$0.00
Location Totals:					\$307.06	\$0.00

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Fant Library: Fant Library 1200 5th Avenue South, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	2	\$16.58	\$33.16	\$0.00
IP Voice State Contract	Hosted VoIP line	New	18	\$7.00	\$126.00	\$0.00
SoundStation 6000 - Rental	VoIP phone	New	1	\$8.50	\$8.50	\$0.00
VVX 311 - Rental	VoIP phone	New	17	\$2.13	\$36.21	\$0.00
Location Totals:					\$203.87	\$0.00

Front Gate: Front Gate 1100 College Street, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
Location Totals:					\$16.58	\$0.00

Hogarth Cafeteria: Hogarth Cafeteria 408 Muw Drive, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
VVX 311 - Rental	VoIP phone	New	7	\$2.13	\$14.91	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
IP Voice End User Training	End user training	New	1	\$0.00	\$0.00	\$0.00
IP Voice Admin Training	Administration training	New	1	\$0.00	\$0.00	\$0.00
IP Voice State Contract	Hosted VoIP line	New	7	\$7.00	\$49.00	\$0.00
IP Voice Conversion Incentive	Centrex to VoIP incentive	New	416	\$0.00	\$0.00	(\$12,480.00)
DID	Direct inward dial number	New	100	\$0.24	\$24.00	\$0.00
Location Totals:					\$104.49	(\$12,480.00)

Hogarth Main: Hogarth Main 408 Muw Drive, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
Location Totals:					\$16.58	\$0.00

Hogarth Student Center: Hogarth Student Center 414 Muw Drive, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
IP Voice State Contract	Hosted VoIP line	New	20	\$7.00	\$140.00	\$0.00
VVX 311 - Rental	VoIP phone	New	20	\$2.13	\$42.60	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
Location Totals:					\$199.18	\$0.00

Jones Hall: Jones Hall 604 Serenade Dr, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront

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VVX 311 - Rental	VoIP phone	New	1	\$2.13	\$2.13	\$0.00
IP Voice State Contract	Hosted VoIP line	New	1	\$7.00	\$7.00	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
Location Totals:					\$25.71	\$0.00

Kincannon Hall: Kincannon Hall 1100 6th Avenue South, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
IP Voice State Contract	Hosted VoIP line	New	1	\$7.00	\$7.00	\$0.00
VVX 311 - Rental	VoIP phone	New	1	\$2.13	\$2.13	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
Location Totals:					\$25.71	\$0.00

Martin Hall: Martin Hall 1104 4th Avenue South, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
VVX 311 - Rental	VoIP phone	New	42	\$2.13	\$89.46	\$0.00
IP Voice State Contract	Hosted VoIP line	New	42	\$7.00	\$294.00	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	2	\$16.58	\$33.16	\$0.00
Location Totals:					\$416.62	\$0.00

McDevitt Hall: McDevitt Hall 412 Muw Drive, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
IP Voice State Contract	Hosted VoIP line	New	18	\$7.00	\$126.00	\$0.00
SoundStation 6000 - Rental	VoIP phone	New	1	\$8.50	\$8.50	\$0.00
VVX 311 - Rental	VoIP phone	New	17	\$2.13	\$36.21	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	2	\$16.58	\$33.16	\$0.00
Location Totals:					\$203.87	\$0.00

Orr Building: Orr Building 1200 College Street, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
VVX 311 - Rental	VoIP phone	New	1	\$2.13	\$2.13	\$0.00
IP Voice State Contract	Hosted VoIP line	New	1	\$7.00	\$7.00	\$0.00
Location Totals:					\$25.71	\$0.00

Painter Hall: Painter Hall 1104 3rd Avenue S, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
VVX 311 - Rental	VoIP phone	New	24	\$2.13	\$51.12	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	2	\$16.58	\$33.16	\$0.00

EXHIBIT 4

IP Voice State Contract	Hosted VoIP line	New	24	\$7.00	\$168.00	\$0.00
Location Totals:					\$252.28	\$0.00

Parkinson Hall: Parkinson Hall 1102 4th Avenue South, Columbus, MS 39701 (City Limits: Yes)

Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
IP Voice State Contract	Hosted VoIP line	New	20	\$7.00	\$140.00	\$0.00
VVX 311 - Rental	VoIP phone	New	20	\$2.13	\$42.60	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	2	\$16.58	\$33.16	\$0.00
Location Totals:					\$215.76	\$0.00

Physical Plant: Physical Plant 915 10th Street South, Columbus, MS 39701 (City Limits: Yes)

Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	2	\$16.58	\$33.16	\$0.00
VVX 311 - Rental	VoIP phone	New	27	\$2.13	\$57.51	\$0.00
IP Voice State Contract	Hosted VoIP line	New	27	\$7.00	\$189.00	\$0.00
Location Totals:					\$279.67	\$0.00

Pohl Ed: Pohl Ed 522 11th St S, Columbus, MS 39701 (City Limits: Yes)

Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
VVX 311 - Rental	VoIP phone	New	11	\$2.13	\$23.43	\$0.00
IP Voice State Contract	Hosted VoIP line	New	11	\$7.00	\$77.00	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
Location Totals:					\$117.01	\$0.00

Pointdexter Hall: Pointdexter Hall 305 Ginkgo Lane, Columbus, MS 39701 (City Limits: Yes)

Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
IP Voice State Contract	Hosted VoIP line	New	11	\$7.00	\$77.00	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	3	\$16.58	\$49.74	\$0.00
VVX 311 - Rental	VoIP phone	New	11	\$2.13	\$23.43	\$0.00
Location Totals:					\$150.17	\$0.00

Power Plant: Power Plant 510 15th Street South, Columbus, MS 39701 (City Limits: Yes)

Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
IP Voice State Contract	Hosted VoIP line	New	1	\$7.00	\$7.00	\$0.00
VVX 311 - Rental	VoIP phone	New	1	\$2.13	\$2.13	\$0.00
Location Totals:					\$25.71	\$0.00

President's House: President's House 1217 College Street, Columbus, MS 39701 (City Limits: Yes)

EXHIBIT 4

Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
IP Voice State Contract	Hosted VoIP line	New	1	\$7.00	\$7.00	\$0.00
VVX 311 - Rental	VoIP phone	New	1	\$2.13	\$2.13	\$0.00
Location Totals:					\$25.71	\$0.00

Puckett House: Puckett House 205 11th St S, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
IP Voice State Contract	Hosted VoIP line	New	1	\$7.00	\$7.00	\$0.00
VVX 311 - Rental	VoIP phone	New	1	\$2.13	\$2.13	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
Location Totals:					\$25.71	\$0.00

Reneau Hall: Reneau Hall 417 Serenade Dr, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
VVX 311 - Rental	VoIP phone	New	30	\$2.13	\$63.90	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	2	\$16.58	\$33.16	\$0.00
IP Voice State Contract	Hosted VoIP line	New	31	\$7.00	\$217.00	\$0.00
SoundStation 6000 - Rental	VoIP phone	New	1	\$8.50	\$8.50	\$0.00
Location Totals:					\$322.56	\$0.00

Shattuck Hall: Shattuck Hall 302 15th Street South, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	2	\$16.58	\$33.16	\$0.00
IP Voice State Contract	Hosted VoIP line	New	15	\$7.00	\$105.00	\$0.00
VVX 311 - Rental	VoIP phone	New	14	\$2.13	\$29.82	\$0.00
SoundStation 6000 - Rental	VoIP phone	New	1	\$8.50	\$8.50	\$0.00
Location Totals:					\$176.48	\$0.00

Stark Recreation Center: Stark Recreation Center 521 11th St S, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
IP Voice State Contract	Hosted VoIP line	New	5	\$7.00	\$35.00	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
VVX 311 - Rental	VoIP phone	New	5	\$2.13	\$10.65	\$0.00
Location Totals:					\$62.23	\$0.00

Stovall House: Stovall House 1101 3rd Ave S, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront

EXHIBIT 4

VVX 311 - Rental	VoIP phone	New	7	\$2.13	\$14.91	\$0.00
IP Voice State Contract	Hosted VoIP line	New	7	\$7.00	\$49.00	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
Location Totals:					\$80.49	\$0.00

Summer Hall: Summer Hall 1102 5th Avenue South, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
VVX 311 - Rental	VoIP phone	New	10	\$2.13	\$21.30	\$0.00
IP Voice State Contract	Hosted VoIP line	New	10	\$7.00	\$70.00	\$0.00
Location Totals:					\$107.88	\$0.00

Welty Hall: Welty Hall 1206 3rd Ave S, Columbus, MS 39701 (City Limits: Yes)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	3	\$16.58	\$49.74	\$0.00
IP Voice State Contract	Hosted VoIP line	New	62	\$7.00	\$434.00	\$0.00
VVX 311 - Rental	VoIP phone	New	60	\$2.13	\$127.80	\$0.00
SoundStation 8000 - Rental	VoIP phone	New	2	\$8.50	\$17.00	\$0.00
Location Totals:					\$628.54	\$0.00

Whitfield Hall: Whitfield Hall 1100 College Street, Columbus, MS 39701 (City Limits: Unknown)						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
IP Voice State Contract	Hosted VoIP line	New	2	\$7.00	\$14.00	\$0.00
POE Switch/Router (Gb) - Rental	1G Power-over-Ethernet switch	New	1	\$16.58	\$16.58	\$0.00
VVX 311 - Rental	VoIP phone	New	2	\$2.13	\$4.26	\$0.00
Location Totals:					\$34.84	\$0.00

Summary		
Location	Monthly	Total Upfront
Carrier Chapel: Carrier Chapel 1200 3rd Ave S, Columbus, MS 39701	\$25.71	\$0.00
Cochran Hall: Cochran Hall 1205 3rd Ave S, Columbus, MS 39701	\$226.57	\$0.00
Cromwell: Cromwell 620 10th Street South, Columbus, MS 39701	\$252.28	\$0.00
Eckford / Health Center: Eckford / Health Center 404 Serenade Dr, Columbus, MS 39701	\$43.97	\$0.00
EDHS (Edu & Human Science): EDHS (Edu & Human Science) 520 11th St S, Columbus, MS 39701	\$307.06	\$0.00
Fant Library: Fant Library 1200 5th Avenue South, Columbus, MS 39701	\$203.87	\$0.00
Front Gate: Front Gate 1100 College Street, Columbus, MS 39701	\$16.58	\$0.00
Hogarth Cafeteria: Hogarth Cafeteria 408 Muw Drive, Columbus, MS 39701	\$104.49	(\$12,480.00)
Hogarth Main: Hogarth Main 408 Muw Drive, Columbus, MS 39701	\$16.58	\$0.00
Hogarth Student Center: Hogarth Student Center 414 Muw Drive, Columbus, MS 39701	\$199.18	\$0.00
Jones Hall: Jones Hall 604 Serenade Dr, Columbus, MS 39701	\$25.71	\$0.00
Kincannon Hall: Kincannon Hall 1100 6th Avenue South, Columbus, MS 39701	\$25.71	\$0.00
Martin Hall: Martin Hall 1104 4th Avenue South, Columbus, MS 39701	\$416.62	\$0.00
McDevitt Hall: McDevitt Hall 412 Muw Drive, Columbus, MS 39701	\$203.87	\$0.00

EXHIBIT 4

Orr Building: Orr Building 1200 College Street, Columbus, MS 39701	\$25.71	\$0.00
Painter Hall: Painter Hall 1104 3rd Avenue S, Columbus, MS 39701	\$252.28	\$0.00
Parkinson Hall: Parkinson Hall 1102 4th Avenue South, Columbus, MS 39701	\$215.76	\$0.00
Physical Plant: Physical Plant 915 10th Street South, Columbus, MS 39701	\$279.67	\$0.00
Pohl Ed: Pohl Ed 522 11th St S, Columbus, MS 39701	\$117.01	\$0.00
Pointdexter Hall: Pointdexter Hall 305 Ginkgo Lane, Columbus, MS 39701	\$150.17	\$0.00
Power Plant: Power Plant 510 15th Street South, Columbus, MS 39701	\$25.71	\$0.00
President's House: President's House 1217 College Street, Columbus, MS 39701	\$25.71	\$0.00
Puckett House: Puckett House 205 11th St S, Columbus, MS 39701	\$25.71	\$0.00
Reneau Hall: Reneau Hall 417 Serenade Dr, Columbus, MS 39701	\$322.56	\$0.00
Shattuck Hall: Shattuck Hall 302 15th Street South, Columbus, MS 39701	\$176.48	\$0.00
Stark Recreation Center: Stark Recreation Center 521 11th St S, Columbus, MS 39701	\$62.23	\$0.00
Stovall House: Stovall House 1101 3rd Ave S, Columbus, MS 39701	\$80.49	\$0.00
Summer Hall: Summer Hall 1102 5th Avenue South, Columbus, MS 39701	\$107.88	\$0.00
Welty Hall: Welty Hall 1206 3rd Ave S, Columbus, MS 39701	\$628.54	\$0.00
Whitfield Hall: Whitfield Hall 1100 College Street, Columbus, MS 39701	\$34.84	\$0.00

All Locations Totals	Total	Total
	Monthly	Upfront
	\$4,598.95	(\$12,480.00)

EXHIBIT 5

Effective Date 07/01/2018
Expiration Date 06/30/2021
Date Printed 06/11/2018
Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-8000

Page: 1

CP-1 **20180507**
Contract **IT20180252**

Acquisition Method: PURCHASE

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

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

If you need additional assistance regarding this CP-1, please contact the ITS Procurement Help Desk at 601-432-8166 or e-mail isshelp@its.ms.gov.

University of MS ATTN: Michele Patton 337 Martindale University, MS 38677	PLACE ORDER TO: 3100002078 AVAYA INC P. O. BOX 5332 NEW YORK, NY 10087 MAKE PAYMENT TO: 3100002078 AVAYA INC P. O. BOX 5332 NEW YORK, NY 10087
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MAX ANNUAL % INCREASE	0.00	CP1 LIFECYCLE LIMIT	618,364.08	NUMBER OF PAYMENTS	1
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This equipment provides telecommunications service to the University of Mississippi campus. This procurement approval falls within the ITS Director Approval threshold for IHLs, as outlined in 018-030 of the ITS Procurement Handbook.

See Channel Service Agreement for additional details. This purchase is subject to the terms and conditions of the Master Purchase and Service Agreement executed on December 26, 2002 and amended on January 5, 2004, December 19, 2012, and October 10, 2017.

APPROVED ITS DATE:06/11/2018



PRODUCTS AND SERVICES PURCHASE DETAILS

QTY	PRODUCTS	EACH NET	EXTENDED NET
	Maintenance		
1	07/01/2018 - 06/30/2019	206,121.36	206,121.36
1	07/01/2019 - 06/30/2020	206,121.36	206,121.36
1	07/01/2020 - 06/30/2021	206,121.36	206,121.36

TOTAL

MAXIMUM

618,364.08

COMMODITY CODES -- 61961000000

DISTRIBUTION TO

ISS MAGIC - EMAIL issmagic@its.ms.gov

PRNO PJC00-44070-1	ATHY DIRECTOR APRV	REPLACEMENT NEW	RFP No(s) 3983
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EXHIBIT 5

Effective Date 07/01/2018
Expiration Date 06/30/2021
Date Printed 06/11/2018
Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-8000

Page: 2

CP-1 **20180507**
Contract **IT20180252**
Acquisition Method: PURCHASE

CP-1 LIFECYCLE REPORT

Product/Services

Avaya hardware maintenance for 3 years

Payment frequency MAXIMUM
Max Annual % Increase 0.00

	YEAR	PERIOD	PAYMENT AMOUNT	# PMTS	TOTAL FOR YEAR
	1	07/01/2018	618,364.08	1	618,364.08
Total				1	618,364.08

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 21, 2018**

**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE
MAY 17, 2018 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.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 21, 2018**

ALCORN STATE UNIVERSITY

1. ASU– GS 101-297 – Technology Classroom Building

NOTE: This is a Bureau of Building project

Approval Request #1: Rebid

Board staff approved the Rebid as submitted by Allred Architectural Group.

Approval Status & Date: APPROVED, May 24, 2018

Project Initiation Date: June 20, 2013

Design Professional: Allred Architectural Group

General Contractor: TBD

Total Project Budget: \$21,000,000.00

DELTA STATE UNIVERSITY

2. DSU– GS 102-262 – Young-Mauldin Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$22,566.00 and fourteen (14) additional days to the contract of Diversified Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 15, 2018

Change Order Description: Change Order #2 includes the following items: credit issued for the elimination of galvanized drain pans; added a finish floor clean out for the new grease waste line; performed mold remediation services; and fourteen (14) days to the contract.

Change Order Justification: These changes were due to latent job site conditions; and days for work as indicated herein.

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Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$91,997.00.

Project Initiation Date: October 16, 2014

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

General Contractor: Diversified Construction Services, Inc.

Total Project Budget: \$9,180,791.00

JACKSON STATE UNIVERSITY

3. Walter Payton Center Project & Athletic Assembly Center Exterior Renovations

Approval Request #1: Initiation Under \$1M

Board staff approved Initiation of the Walter Payton Center Project & Athletic Assembly Center Exterior Renovations project under \$1M. The funding source was provided by Title 3 Grant Funds.

Approval Status & Date: APPROVED, May 30, 2018

Project Initiation Date: May 30, 2018

Design Professional: Durrell Design Group, PLLC.

General Contractor: TBD

Total Project Budget: \$760,000.00

MISSISSIPPI STATE UNIVERSITY

4. MSU– GS 105-345 (GC 003) – Classroom Building with Parking - Landscape

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$52,172.72 and eighty-five (85) additional days to the contract of Stewart Environmental Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 24, 2018

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Change Order Description: Change Order #1 includes the following items: provided sleeves and sleeve boring; provided additional ground cover, sod, river gravel and river stone; installation of one (1) 1.5" electric valve and one (1) 1: electric valve; installation of fifteen (15) spray heads; installation of irrigation piping; and eighty-five days to the contract.

Change Order Justification: These changes were due to 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 \$52,172.72.

Project Initiation Date: February 18, 2016

Design Professional: Belinda Stewart Architects, P.A.

General Contractor: Stewart Environmental Construction, Inc.

Phased Project Budget: 345,000.00

Total Project Budget: \$41,314,339.00

5. MSU – GS 105-355 – Engineering and Science Complex (Engineering Bldg.)

NOTE: This is a Bureau of Building project

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Eley Guild Hardy Architects.

Approval Status & Date: APPROVED, May 24, 2018

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 24, 2018

Project Initiation Date: August 21, 2014

Design Professional: Eley Guild Hardy Architects

General Contractor: TBD

Total Project Budget: \$34,000,000.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
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6. MSU – GS 113-136 – Meat Science Laboratory

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #6

Board staff approved Change Order #6 in the amount of \$68,995.70 and sixty-eight (68) additional days to the contract of Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 16, 2018

Change Order Description: Change Order #6 includes the following items: modifications made to the smokehouse room; and sixty-eight (68) days to the contract.

Change Order Justification: These changes were necessary due 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 \$132,164.85.

Project Initiation Date: October 17, 2013

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: Construction Services, Inc.

Total Project Budget: \$8,200,000.00

7. MSU – GS 113-141, Phase II – ADS & Poultry Complex

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 \$11,054,000.00 to the apparent low bidder, Amason & Associates, Inc.

Approval Status & Date: APPROVED, May 16, 2018

Project Initiation Date: August 17, 2017

Design Professional: McCarty Architects, P.A.

General Contractor: TBD

Phased Project Budget: \$13,000,000.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
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Total Project Budget: \$27,500,000.00

8. MSU– IHL 205-279 – Addition & Renovation to Dudy Noble Field

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of \$196,689.27 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, May 9, 2018

Change Order Description: Change Order #7 includes the following items: Adjust to steel raker beams; parapet revisions for APC connections; revision to precast base cavity; added recessed sprinkler heads; demolished & replaced the existing Lakeview Drive sidewalk; revisions to the site lighting along Lakeview Drive with gooseneck fixtures on pilasters; steel supports added to the air handling unit above the Omaha Club; added additional sod at the Lakeview Drive inlets; revisions made to the heaters in the centerfield building unit; redesigned the view level brick relief angle; added home bullpen lights; added a center field camera platform gate; added netting behind the home bullpen at berm; lowered the home bullpen fence; re-routed SPS upper deck bowl drains; added brick & precast support angles at the home plate entry; added lexan screen at the visitors bullpen; added additional composite decking at the back of the right field lounges between the concrete piers; revised the framing & railings to 4B lounges; revised the grading & railings at the left field berm; relocated the gas meter from the west side of the project to the south side; added a clearcoat finish on the batter's eye; reduced the length of the highway guard rail & provided a powder-coated rail in lieu of galvanized; added an outfield MV switch gravel apron; and installed a grab rail for area A lower bowl aisle.

Change Order Justification: These changes are due to errors & 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 amount of \$1,570,830.52.

Project Initiation Date: May 21, 2015

Design Professional: Wier Boerner Allin Architects, PLLC

General Contractor: Jesco, Inc.

Total Project Budget: \$55,000,000.00

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9. MSU– IHL 205-285A – Chilled Water Loop Upgrade

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$3,703,000.00 to the apparent low bidder, Brislin, Inc.

Approval Status & Date: APPROVED, May 16, 2018

Project Initiation Date: August 17, 2017

Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers

General Contractor: Brislin, Inc.

Total Project Budget: \$5,000,000.00

10. MSU – IHL 205-290 – Painting and Carpeting of Ruby Hall

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$1,395,300.00 to the apparent low bidder, Ralph McKnight & Son Construction, Inc.

Approval Status & Date: APPROVED, June 7, 2018

Project Initiation Date: March 5, 2018

Design Professional: Architecture South P. A.

General Contractor: Ralph McKnight & Son Construction, Inc.

Total Project Budget: \$1,597,740.00

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MISSISSIPPI VALLEY STATE UNIVERSITY

11. MVSU – GS 106-253 – College Hall I Renovation

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$7,177,000.00 to the apparent low bidder, Century Construction Group, Inc.

Approval Status & Date: APPROVED, June 7, 2018

Project Initiation Date: May 15, 2014

Design Professional: Pryor & Morrow Architects and Engineers

General Contractor: Century Construction Group, Inc.

Phased Project Budget: \$8,033,884.89

Total Project Budget: \$9,250,000.00

UNIVERSITY OF MISSISSIPPI

12. UM– GS 107-317 – Johnson Commons East Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$207,447.29 and one hundred thirty-one (131) 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, May 24, 2018

Change Order Description: Change Order #2 includes the following items: revisions made to the ceiling at the NE parlor; revisions made at the first floor; made electrical changes/revisions from the walk-thru; added VFD's; cut in a door in an existing wall; credit issued for deletion of sound batt insulation; reused and reversed the swing of a door; installed acoustical walls at the mechanical mezzanine; added four (4) automatic door openers at restrooms; added two (2) rolling coat cabinets; installed a projector shelf

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and nook; replaced patterned glass with clear glass; installed duct damper access platforms at a banquet room; added soffits/furr downs in an administrative office, a study room; and one hundred thirty-one (131) days to the contract.

Change Order Justification: These changes were necessary due to changes in requirements of recommendations by governmental agencies; 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: Two (2) change orders for a total amount of \$230,264.31.

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

13. UM– IHL 207-435 – Guyton Drive Modifications

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$3,412.00 and zero (0) additional days to the contract of DC Services, LLC.

Approval Status & Date: APPROVED, June 7, 2018

Change Order Description: Change Order #3 includes the following items: placed all electrical connections for light pole bases on a single circuit.

Change Order Justification: This change was a user/owner requested modification.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$22,835.06.

Project Initiation Date: May 18, 2017

Design Professional: A2H, PLLC

General Contractor: DC Services, LLC

Total Project Budget: \$1,257,400.00

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UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

14. UMMC– IHL 209-555 - Children’s of Mississippi Expansion

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.

Approval Status & Date: APPROVED, May 4, 2018

Change Order Description: Change Order #2 includes the following items: a temporary power meter was added; electrical fittings were provided for the temporary power outage; additional sitework was done; and subcontractor’s material escalation.

Justification: These changes were necessary for the temporary power outage required to install the new transformer; additional site work due to relocating the new road to the south; and material escalation caused by the recent tariff activities beyond the contractor’s control.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$0.00.

Project Initiation Date: April 21, 2016

Design Professional: HDR Architecture

General Contractor: Brasfield & Gorrie General Contractors

Total Project Budget: \$180,000,000.00

15. UMMC– IHL 209-559 – School of Population Health

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Foil Wyatt Architects Planners, PLLC.

Approval Status & Date: APPROVED, May 9, 2018

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

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Approval Status & Date: APPROVED, May 9, 2018

Project Initiation Date: May 18, 2017

Design Professional: Foil Wyatt Architects Planners, PLLC

General Contractor: TBD

Total Project Budget: \$5,000,000.00

16. UMMC– IHL 209-561 – Campus HVAC Upgrades FY 2018

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Engineering Resource Group.

Approval Status & Date: APPROVED, May 29, 2018

Project Initiation Date: October 19, 2017

Design Professional: Engineering Resource Group

General Contractor: TBD

Total Project Budget: \$5,577,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

17. USM– GS 108-281 – Greene Hall Renovations

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$4,204.33 and zero additional days to the contract of B.W. Sullivan Building Contractor.

Approval Status & Date: APPROVED, May 29, 2018

Change Order Description: Change Order #3 includes the following items: installed additional receptacles and an automatic lighting control.

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Change Order Justification: These changes were modifications requested by the user/owner.

Total Project Change Orders and Amount: Three (3) change orders for a total credit amount of \$385,431.30.

Project Initiation Date: September 18, 2014

Design Professional: Allred Architectural Group

General Contractor: B.W. Sullivan Building Contractor

Total Project Budget: \$13,000,000.00

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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 (statement dated 10/1/17) from the funds of Alcorn State University. (This statement, in the amount of \$11.70, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 11.70

Payment of legal fees for professional services rendered by the Brunini (statement dated 5/21/18) from the funds of Mississippi State University. (This statement, in the amount of \$375.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 375.00

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 5/1/18) from the funds of Mississippi State University. (This statement, in the amount of \$2,000.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 2,000.00

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 5/4/18) from the funds of Mississippi State University. (This statement, in the amount of \$6,454.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 6,454.00

Payment of legal fees for professional services rendered by Butler Snow (statement dated 4/6/18) from the funds of the University of Mississippi. (This statement, in the amount of \$7,699.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 7,699.50

Payment of legal fees for professional services rendered by Baker Donelson (statement dated 3/7/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$41,520.94, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 41,520.94

Payment of legal fees for professional services rendered by Butler Snow (statements dated 3/12/18, 3/12/18, 3/13/18, 4/11/18, and 4/18/18) from the funds of the University of Mississippi

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Medical Center. (These statements, in the amounts of \$236.00, \$295.00, \$4,288.48, \$737.50, and \$12,189.38, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 17,746.36

Payment of legal fees for professional services rendered by Hogan Lovells US, LLP (statements dated 3/28/18 and 3/29/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,336.50 and \$11,583.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 12,919.50

Payment of legal fees for professional services rendered by Stites & Harbison PLLC (statements dated 3/28/18, 3/28/18, 3/28/18, 3/28/18, 4/18/18, 4/18/18, 4/18/18, and 4/18/18,) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$470.00, \$710.00, \$38.00, \$38.00, \$1,142.00, \$598.00, \$38.00, and \$180.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 3,214.00

Payment of legal fees for professional services rendered by Watkins and Eager, PLLC (statement dated 4/24/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$4,735.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 4,735.50

Payment of legal fees for professional services rendered by Whitfield Law Group, PLLC (statements dated 3/8/18, 3/9/18, and 4/4/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$14,058.80, \$7,753.80, and \$7,281.80, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 29,094.40

Payment of legal fees for professional services rendered by Butler Snow (statements dated 4/16/18 and 5/9/18) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$1,180.00 and \$472.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,652.00

Legal fees approved for payment to outside counsel in relation to intellectual property matters:

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Payment of legal fees for professional services rendered by Armstrong Teasdale (two statements, each dated 1/31/18) 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" - \$36.54 and "Systems and Methods for Detecting Transient Acoustic Signals" - \$740.98)

TOTAL DUE.....\$ 777.52

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 1/26/18, 2/1/18, 2/2/18, 2/7/18 and 2/12/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Compositions Containing Delta-9-THC-Amino Acid Esters and Process Preparation" - \$904.89; "Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis" - \$1,088.00; "High Molecular Weight Polysaccharide Fraction from Aloe Vera with Immunostimulatory Activity" - \$2,100.00; "Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation" - \$1,100.00; and "Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation" - \$655.07, respectively.)

TOTAL DUE.....\$ 5,847.96

Payment of legal fees for professional services rendered by Stites & Harbison (two statements, each dated 1/31/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Compositions containing highly purified Amphotericin B" - \$493.00; and "Gas separating membranes" - \$180.00.)

TOTAL DUE.....\$ 673.00

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1. **SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

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

- a. **SYSTEM** – 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 June 13, 2018, Commissioner Glenn F. Boyce approved the 2018-19 Traffic and Parking Regulations.