

Board Book

February 21, 2019

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 Finance Committee | February 20, 2019, 1:00p | IHL Board Room
Health Affairs Committee | February 20th, Immediately Following | IHL Board Room
IHL Board Meeting | February 21, 2019, 9:00a | IHL Board Room

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**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
January 17, 2019**

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 19, 2018, to each and every member of said Board, said date being at least five days prior to this January 17, 2019 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. (by phone), 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 Mr. Marcus Thompson, IHL Deputy Commissioner, to provide the invocation.

INTRODUCTION OF GUESTS

- 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; Maddy Norgard, SGA President at Mississippi University for Women; Brandon McCall, SGA President at Mississippi Valley State University; Elam Miller, SGA President of the University of Mississippi; Edgar Meyer, SGA President of the University of Mississippi Medical Center; McKenna Stone, SGA President at the University of Southern Mississippi; and Gabrielle Allen, SGA Executive Secretary at Jackson State University.
- Mrs. Nora Miller, President of the Mississippi University for Women, introduced Mr. Mark Ellard, Vice President for Administration and Chief Financial Officer at MUW.
- Dr. Rodney Bennett, President of the University of Southern Mississippi, introduced Dr. Dee Dee Anderson, Vice President for Student Affairs, at USM.

APPROVAL OF THE MINUTES

On motion by Trustee Ogletree, seconded by Trustee Cunningham, with Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on December 12, 2018.

CONSENT AGENDAS

On motion by Trustee Starr, seconded by Trustee Martin, with Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

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FINANCE

1. **MSU** – Approved the request to enter into a new agreement with American College Testing/National Research Center for College and University Admissions (ACT/NRCCUA) for the purchase of names of prospective students for communication purposes. The contract is for four years from February 1, 2019 to January 31, 2023. The total cost of the contract is \$346,012 and will be funded from MSU General Funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
2. **MSU** – Approved the request to enter into a new contract with Sage Publications to subscribe to 1,094 electronic journals from Sage Publications, Inc. These research-oriented journals are used by MSU faculty, staff and students for educational and research purposes. The term of the contract is January 1, 2019 through December 31, 2021. The total cost of the three-year contract is \$506,111.09 and will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
3. **MSU** – Approved the request to modify its current long-term agreement with SirsiDynix in order to add Hinds Community College Library to the MSU / SirsiDynix. SirsiDynix provides specialized library software and services for the members of the Mississippi Library Partnership. The SirsiDynix Library Automation System is the software used by the libraries to manage their collections including providing an online catalog, and the modules required to manage the collections (i.e. circulation, cataloging, acquisitions, serials control, reporting). The term of the contract is from July 1, 2014 to June 30, 2019. This amendment will increase the total amount of the contract by \$34,502. The current contract value is \$1,093,754, after the second amendment approval the contract will be valued at \$1,128,256. Since this project would exceed the approved MS Dept of ITS CP1 LifeCycle Limit, MSU requested and received permission from MS Dept of ITS to increase the approved CP1 lifecycle limit to cover these additional costs. Each member of the Mississippi Library Partnership pays Mississippi State University Library for a portion of their overall contract fee. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
4. **UM** – Approved the request to enter into a contract extension with John Wiley & Sons, Inc. to secure perpetual access to electronic journal content for an unlimited number of authorized users, to set the price of those journals, and to purchase a specified number of tokens for access to unsubscribed journal articles. This contract will be in place from January 1, 2019 to December 31, 2019. This contract will total \$320,208.69 for a list of Core titles, for two subject area packages (AnthroSource and Cochrane Library), and for 2,000 tokens providing article-level access to unsubscribed content. Costs for this contract will be funded by the Library's materials budget which is derived from educational and general funds and from specified endowments. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

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5. **UMMC** – Approved the request to enter into an agreement with Aureus Nursing, LLC for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. Aureus will provide licensed skilled nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas. The term of the agreement is two (2) years – February 1, 2019 through January 31, 2021. The total estimated cost of the agreement over two (2) years is \$1,701,652. Fees are based upon hourly rates for the nurses and technicians. The agreement will be funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
6. **UMMC** – Approved the request to enter into an agreement with Compass Clinical Consulting Co. for an Interim Associate Chief Nursing Officer of Perioperative Services. This position will coordinate, implement, and evaluate operational and patient care services in UMMC’s perioperative areas, including all operating rooms, pre- and post-anesthesia care units, ambulatory surgery, perioperative scheduling, and sterile processing. The term of the agreement is twelve (12) months – January 21, 2019 through January 20, 2020. The total estimated cost of the agreement over twelve (12) months is \$548,005.00. The rate for the Interim Associate Chief Nursing Officer of Perioperative Services is \$1,675 per day, five (5) days per week, excluding UMMC holidays. Travel and housing expenses will be billed at a flat rate of \$1,500 per week during periods of performance. The agreement will be funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
7. **UMMC** – Approved the request to enter into a Purchase Agreement with Elekta Inc. to purchase a new Versa HD linear accelerator, including associated installation, testing, training, warranty, and maintenance services. The new linear accelerator will replace UMMC’s existing 14-year-old linear accelerator. The linear accelerator provides radiation therapy with 3D image guidance to help clinicians visualize tumor targets and normal tissue both before and during treatment fractions. Pursuant to IHL Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the prepayment of the annual support fee upon expiration of the initial warranty. The term of the agreement is approximately six (6) years, from February 1, 2019, through May 2025. UMMC expects the linear accelerator to be delivered and installed in May 2019. The equipment purchase includes a one (1) year warranty that will begin upon installation of the equipment. Upon expiration of the one (1) year warranty, Elekta will provide a five (5) year equipment service package and four (4) years of software support. The total cost of the contract is \$2,895,000, including equipment, installation, testing, training, one (1) year warranty, and maintenance services. A breakdown of the costs is included in the bound *January 17, 2019 Board Working File*. The contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
8. **UMMC** – Approved Amendment 20 to its current license and support agreement with Epic Systems Corporation to license the additional program property modules for Dialysis and Financial Assistance. The Dialysis module will provide UMMC’s dialysis department the ability to complete clinical documentation, integrate dialysis equipment and bill patients

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directly in Epic. The Financial Assistance module will help UMMC's financial counselors collect patient financial information, track program application, and apply discounts in a single workflow. Pursuant to IHL Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the prepayment of license fees for Dialysis and Financial Assistance modules set at 50% of the fee. The term of Amendment 20 will begin on or about January 18, 2019 and is coterminous with the current Epic License and Support Agreement which remains in effect in perpetuity in regard to the licenses, and it is also coterminous regarding maintenance coverage which ends August 22, 2019. The estimated cost for Amendment 20 is \$130,277.00. With the addition of Amendment Twenty (20) the total estimated approved cost for the Epic agreement is \$69,197,178.10. The amendment cost will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

9. **UMMC** – Approved the request to enter into an agreement with LivaNova USA, Inc. to purchase Vagus Nerve Stimulation (VNS) Therapy Systems. These systems include generators, leads, tunnelers, accessory packs, programming wands, and patient essential kits. The VNS Therapy System is a surgical implant that delivers pulsed electrical signals to the vagus nerve and is used to treat epilepsy and treatment-resistant depression in pediatric and adult populations. The term of the agreement is thirty-six (36) months, beginning February 1, 2019, and ending January 31, 2022. The total estimated cost of the Agreement is \$3,010,854 over the thirty-six (36) month term. UMMC has included an annual price increase of three percent (3%) for potential price increases. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
10. **UMMC** – Approved the request to enter into a Sales and Service Agreement with Medrobotics Corporation to provide a Flex® Robotic TA/ENT System (Flex System), including associated accessories, internal software, warranty, and support services. The Flex System provides precise, less invasive surgical procedures than traditional open methods or rigid robotic systems. The Flex System will be used to perform transanal (TA) and ear, nose, and throat (ENT) surgical procedures. The term of the agreement is five (5) years, beginning January 25, 2019, and ending January 24, 2024. The total expected cost of the Agreement over five (5) years is \$1,898,000, including the equipment purchase, associated accessories, internal software, warranty, and support services. The total cost of the equipment is \$750,000. Support services are \$130,000 per year. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
11. **UMMC** – Approved the request to amend the current Product Sale Agreement with Medtronic USA, Inc. to add products to the Agreement. The products to be added are various consumable commodities and equipment for use during the implantation of cardiac rhythm management (CRM) devices, such as pacemakers and defibrillators. The amendment does not change the term of the Agreement, which remains two (2) years, from September 1, 2018, through August 31, 2020. The amendment does not change the total

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cost of the Agreement. The total potential cost over the two (2) term of the agreement remains \$9,749,433. UMMC's total expected need for CRM products from both Boston Scientific Corporation and Medtronic total \$9,360,000. However, since it is unknown at this time what purchases would be made from each vendor, UMMC requested the total projected need for each of the two (2) vendors. The agreement will be funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

12. **UMMC** – Approved the request to enter into a Sterile Processing Support and Services Agreement with STERIS Instrument Management Services, Inc. (Steris) to provide leadership and management for UMMC's sterile processing department (SPD). SPD services all areas at UMMC where sterile, reusable medical/surgical supplies and equipment are cleaned, disinfected, sterilized, prepared, processed, stored, and issued for patient care. The term of the agreement is three (3) years, beginning January 22, 2019, and ending January 21, 2023. The total estimated cost of the Agreement over three (3) years is \$5,534,700. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

REAL ESTATE

13. **DSU** – Approved the initiation of **GS 102-266, HVAC Improvements**, and the appointment of Engineering Resource Group, Inc. as the design professional. This project will replace existing HVAC systems in the H.L. Nowell Student Union, Lawler-Harkins Residence Hall, Fielding L. Wright Art Center, Chadwick-Dickson Intercollegiate Athletics Building, James M. Ewing Hall, and campus wide controls. These buildings have outdated mechanical systems that should have been replaced 5-10 years ago. The proposed project budget is \$1.5 million. Funds are available from HB 1649, Laws of 2018 (\$1,500,000).
14. **DSU** – Approved the initiation of **GS 102-267, Campus Roofing**, and the appointment of Burris/Wagnon Architects, P.A. as the design professional. DSU will remove and replace the roof systems in the Fielding L. Wright Art Center, Lawler-Harkins Residence Hall, Hugh Cam Smith, Sr. Facilities Management building, Robert E. Smith School of Nursing building, Scott Hall, Henry L. Whitfield – Delta Music Institute, Cain-Tatum Residence Hall, and Fugler-Hammet Residence Hall. The proposed project budget is \$1 million. Funds are available from HB 1649, Laws of 2018 (\$1,000,000).
15. **DSU** – Approved the request to increase the project budget for **GS 102-258, Sillers Coliseum Renovation**, from a pre-plan budget of \$350,000 to \$2,850,000, for an increase of \$2,500,000. The Board also approved the request to add HB 1649, Laws of 2018 as a funding source to allow for the budget increase. This project will replace the roof, fix the building envelope, and replace the HVAC System on the Sillers Coliseum. Funds are available from HB 787, Laws of 2014 (\$350,000) and HB 1649, Laws of 2018 (\$2,500,000).
16. **ASU** – Approved the request to rename **IHL 201-253, Animal Science Building** to “David Carter Dairy Renovation, Phase I”; to decrease the project budget; and revise the scope of the project. The budget will decrease from \$5,500,000 to \$1,500,000, for a decrease of

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\$4,000,000. The funding source of the project will remain the same. The formerly proposed Animal Science Building was a new structure with laboratories, demonstration corrals, classrooms, offices, a clinic for the university veterinarian and animal stalls and was going to be situated near the rear of campus. In lieu of building a new structure, the administration has recommended that these functions be accomplished in a phased approach utilizing the existing David Carter Dairy Complex, which already has corral space and laboratory space. In future phases the building will be programmed to house space for classrooms, demonstration arenas, laboratories, and a small theater for conducting extension service youth development tours to promote agricultural careers. Funds are available from USDA Federal Funds (\$1,500,000).

17. **ASU** – Approved the request to delete from inventory and demolish Building #0128-Laying Building located on the Lorman campus. The building is no longer up to the standards required by the poultry industry and must be demolished to make way for a new structure. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.
18. **DSU** – Approved the request to name the Aquatics Center as the “Ronald G. Mayers Aquatics Center” in recognition of his many contributions to Delta State University during his 42-year tenure as an employee. During his tenure, Mr. Mayers has served in multiple roles including Head Swim Coach for which he is known as one of the nation’s top collegiate swim coaches.
19. **MSU** – Approved the request to delete from inventory and demolish Building #1446 located in Prairie, Mississippi. This building is in poor condition and no longer serves the mission of the Experiment Station. The building is located at the Prairie Research Unit in Prairie, Mississippi. MSU will demolish and dispose of the debris from this building. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.

LEGAL

20. **MSU** – Approved the request to modify a contract with WARE | IMMIGRATION, formerly WARE | GASPARIAN, to provide services necessary in preparing labor certification documents on behalf of Mississippi State University for its employees who seek permanent residence status and regarding related immigration matters. This contract originated March 21, 2013, renewed by Modifications 1-5, extending the term for one (1) year at each renewal, with Modification #5 extending through March 20, 2019. Modification #6 will extend the term of the contract for one (1) year or through March 20, 2020. The 2019 fee schedule is set out below and the total amount payable during the extension period shall not exceed \$50,000. This firm carries professional liability insurance coverage in the amount of \$100,000 per claim with an annual aggregate of \$300,000. All other provisions of the Agreement for Legal Services dated March 21, 2013 shall remain in effect. This Modification has been approved by the Office of the Attorney General.

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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

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

Permanent Residence Process with Labor Certification: Non-Faculty

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

Permanent Residence Process: Outstanding Professors and Researchers

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

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

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

Employment Authorization and Advance Parole Renewal

\$500	Employment Authorization Renewal per individual
\$500	Advance Parole Renewal per individual

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

Such matters will be billed at our hourly rates:

David Ware \$300 per hour billed.

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WI Partners \$250 per hour billed.
Associate Attorneys: \$175 per hour billed.
Paralegals: \$100 per hour billed.

21. **USM** – Approved the request to hire the law firm of Evan Law Group LLC as outside counsel to perform services as necessary and render legal advice and recommendations in the practice area of intellectual property, including: process and method patent applications, particularly in the fields of medical devices, polymers, and biotechnology patent applications and related intellectual property and commercialization issues; identification and forensic analysis of intellectual property, preparing and prosecuting patent applications, trademark and copyright registration applications. The scope of services would also include advice and assistance with preparation and negotiation of agreements including licenses, hybrid licenses, employment agreements, work made for hire and assignment agreements, other commercial agreements, and general legal advice, as well as litigation related to any of the activities described herein. The contract term will be for a period of time beginning on December 1, 2018, and expiring June 30, 2019. The hourly rates are as follows: Paul E. Rauch, Ph.D. (Founding & Managing Partner)-\$475, Melanie J. Triebel (Litigation Associate)-\$350, Christopher T. Sorce (Associate)-\$300, and Taylor J. Kolb (Associate)-\$250. The rate is \$220.00 per hour for the time expended by paralegals. The maximum amount payable under the contract is \$25,000.00. Evan Law Group is insured against errors and omissions by ISBA Mutual Insurance Company, with a policy limit of \$1 million. This request has been approved by the Attorney General.
22. **UMMC** – Approved the extension of the current affiliation agreement between UMMC and The Friends of Children’s Hospital for six months or until August 1, 2019, to allow time for possible improvements to Board Policy 301.0806 University Foundation/Affiliated Entity Activities, which may impact the required provisions of a new affiliation agreement. The current IHL Board approved affiliation agreement expires February 1, 2019.

PERSONNEL REPORT

23. **EMPLOYMENT**

Mississippi University for Women

Mark Ellard; Vice President for Administration and Chief Financial Officer; salary \$150,000 per annum, pro rata; E&G Funds; 12-month contract; effective January 7, 2019

Mississippi Valley State University

Larry Chappell; *rehired retiree*; Professor of Social Sciences; salary of \$25,237 per annum, pro rata, E&G Funds; 9-month contract; effective January 2, 2019

University of Mississippi

Peter Grandjean; *hired with tenure*; Dean of the School of Applied Sciences and Professor of Health, Exercise Science, and Recreation Management; salary of \$220,000 per annum, pro rata; E&G Funds; 12-month contract; effective January 3, 2019

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24. **CHANGE OF STATUS**

Mississippi Valley State University

Elizabeth Evans, *from* Associate Vice President of Academic Affairs; salary of \$106,050 per annum, pro rata; E&G Funds; 12-month contract; *to* Interim Vice President of Academic Affairs; salary \$131,755 per annum, pro rata; E&G Funds; 12-month contract; effective October 23, 2018

25. **SABBATICAL**

University of Mississippi

Approved February 2018: April Holm, Associate Professor of History; *from* salary of \$57,304 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$28,652 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; and August 17, 2019 (or beginning of contract date), through December 31, 2019; professional development.

CORRECTED: April Holm; Associate Professor of History; *from* salary of \$57,304 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$28,652 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; ~~and August 17, 2019 (or beginning of contract date), through December 31, 2019~~; professional development.

FINANCE AGENDA

Presented by Trustee Tom Duff, Chair

Trustee Gee Ogletree recused himself from voting on the items on the Finance Agenda 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 Cunningham, with Trustee Ogletree absent and not voting and Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. With Trustee Ogletree out of the room, on motion by Trustee Duff, seconded by Trustee Starr, with Trustee Ogletree absent and not voting and Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to approve item #2. With Trustee Ogletree out of the room, on motion by Trustee Duff, seconded by Trustee Starr, with Trustee Ogletree absent and not voting and Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to approve item #3. Trustee Ogletree returned to the room following the conclusion of the discussion and vote on these three items.

1. **UMMC** – Approved the request to enter into an agreement with CHG Companies, Inc. d/b/a CompHealth to provide temporary physician coverage to UMMC as needed. Additionally, this agreement will allow UMMC to offer work to the physicians serving in a locum tenens role, so long as UMMCs pays a buyout fee that will not exceed twenty-five (25%) of the physician's first year's salary. UMMC finds this an acceptable provision, as it allows UMMC to hire physicians who may otherwise be difficult to recruit, and it provides an avenue for UMMC to hire physicians that have shown competency in their

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field. The term of the agreement is for three (3) years – February 1, 2019 through January 31, 2022. The total estimated cost of the agreement over three (3) years is \$3,000,000. The agreement will be funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

2. **UMMC** – Approved the request to enter into a Medical Office Building Lease with Flowood Investors II, LLC for 8,843 square feet of clinic space located in the Riverchase Medical Office Building at 2550 Flowood Drive, Flowood, MS 39232. The space will be utilized by UMMC’s Division of Bariatrics and Weight Management. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, the Board also approved the prepayment of the monthly rent in advance each month. The initial term of the agreement is seven (7) years, beginning on the earlier of when UMMC opens the premises for business or the date of substantial completion of construction/renovation work, which is estimated to be March 1, 2019, and will end February 28, 2026. UMMC and Flowood Investors will memorialize the start date of the lease once the date has been determined. After the initial term, UMMC has the option to renew the lease for two (2) additional renewal terms of three (3) and two (2) years each. The Board also approved the entire twelve (12) year term from approximately March 1, 2019, through February 28, 2031. The total potential cost of the lease is \$3,072,505.03 over the twelve (12) year term, including the initial term and all potential renewal terms. UMMC’s initial base rent is \$23.50 per square foot, which increases approximately one and a half percent (1.5%) each year thereafter. UMMC has included additional potential costs for increases in operating costs (gas, electricity, water, etc.), parking lot resurfacing, and after-hours utilities. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
3. **UMMC** – Approved the request to enter into a Medical Office Building Lease with Highland Plaza, LLC for 21,923 square feet of clinic space located at Highland Bluff South, 4400 Old Canton Road, Jackson, MS 39211, for UMMC’s Center for the Advancement of Youth (CAY). CAY provides evidence-based behavioral, developmental, and emotional services for their patients. With the expanded space, CAY will integrate child psychiatry, child development, and physical/occupational/and speech therapies into one (1) location, as well as provide educational space for parent and family teaching and group therapy. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, the Board also approved the prepayment of the monthly rent in advance each month. The initial term of the agreement is five (5) years, beginning on the earlier of when UMMC opens the premises for business or the date of substantial completion of construction/renovation work, which is estimated to be April 1, 2019, and will end March 31, 2024. UMMC and Highland will memorialize the start date of the lease once the date has been determined. After the initial term, UMMC has the option to renew the lease for five (5) additional one (1) year terms. The Board approved the entire ten (10) year term from approximately April 1, 2019, through March 31, 2029. The total cost of the lease is \$5,761,364.52 over the ten (10) year term, including the initial term and all potential renewal terms. UMMC’s initial base rent is \$24.00 per square foot, which increases approximately two percent (2%) each

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year thereafter. The agreement will be funded by patient revenue, donated funds, and grant funding. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

REAL ESTATE AGENDA

Presented by Trustee Hal Parker, Chair

Trustee Shane Hooper recused himself from voting on the item on the Real Estate Agenda by leaving the room before there was any discussion or vote regarding the same. After Trustee Hooper left the room, on motion by Trustee Parker, seconded by Trustee Cunningham, with Trustee Hooper absent and not voting and Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Real Estate Agenda. Trustee Hooper returned to the room following the conclusion of the discussion and vote on this item.

1. **USM – GCRL** – Approved the appointment of McCarty Architects as the design professional for **IHL 210-248, Invertebrate Growout II**. The project is intended to renovate and expand an existing aquaculture facility at the University’s Cedar Point site of the Gulf Coast Research Laboratory. Although future assessment and design by a professional firm will dictate specific actions required, it is expected that demolition of existing building raceway sections will be required, with those sections to be replaced with a concrete foundation of sufficient thickness to support aquaculture systems and equipment. Roof areas of those raceway sections will be replaced with a permanent structure. The proposed project budget is \$500,000. Funds are available from Internal University Funds (\$500,000).

LEGAL AGENDA

Presented by Trustee Ann Lamar, Chair

On motion by Trustee Lamar, seconded by Trustee Ogletree, with Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to move items #1 and #2 to the Executive Session Agenda.

1. **DSU** – Settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-36579-1. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**
2. **MSU** – Settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-37715-1. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**

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INFORMATION AGENDA

Presented by Commissioner Alfred Rankins, Jr.

FINANCE

1. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request for the University of Mississippi Medical Center to enter into Amendment #1 to the Master Acute Client Agreement with Allscripts Healthcare, LLC. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Amendment is between Allscripts Healthcare, LLC and MS-ITS on behalf of UMMC. A copy of the approval documents is included in the bound *January 17, 2019 Board Working File*.
2. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request for the University of Mississippi Medical Center to enter into Amendment #4 to the Software License and Maintenance Agreement with Haemonetics Corporation. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Amendment is between Haemonetics Corporation and MS-ITS on behalf of UMMC. A copy of the approval documents is included in the bound *January 17, 2019 Board Working File*.
3. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request for the University of Mississippi Medical Center to enter into Amendment #3 to the Software License and Application Service Provider Agreement with Marsh ClearSight LLC (formerly CS Stars LLC). The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Amendment is between Marsh ClearSight LLC and MS-ITS on behalf of UMMC. A copy of the approval documents is included in the bound *January 17, 2019 Board Working File*.
4. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request for the University of Mississippi Medical Center to enter into Amendment #9 to the Master Services and License Agreement with OptumInsight, Inc. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Amendment is between OptumInsight, Inc. and MS-ITS on behalf of UMMC. A copy of the approval documents is included in the bound *January 17, 2019 Board Working File*.
5. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request for the University of Mississippi Medical Center to acquire Microsoft Premier Support services. The Attorney General’s staff assigned to the MS-ITS reviewed the supplement prior to execution. The Supplement is between SHI International Corp. and MS-ITS on behalf of UMMC. A copy of the approval documents is included in the bound *January 17, 2019 Board Working File*.

REAL ESTATE

6. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the December 12, 2018 Board meeting in accordance with Board Policy 904 Board Approval. **(See Exhibit 1.)**

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LEGAL

7. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 2.)
8. **SYSTEM** – Trustee Ann Lamar, as Board Legal Committee Chair, on behalf of the Board, has approved the agency’s emergency request, on behalf of itself, the University of Mississippi, and the University of Southern Mississippi, to contract with the law firm of Jones Walker LLP, to provide legal services pertaining to a class action lawsuit filed in the U.S. District Court for the Southern District of New York related to claims that a number of banks manipulated LIBOR-based interest rates the banks charge resulting in overpayment by class members to the defendant banks. The term of the contract is one year beginning December 11, 2018. The hourly rates will be \$225 for Keith Parsons/partners and \$165 for associates, with a maximum amount payable under the contract of \$25,000. The Attorney General has approved this contract.

ADMINISTRATION/POLICY

9. **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. **MSU** – On December 13, 2018, Commissioner Alfred Rankins, Jr., approved the Lease Agreement with the State of Mississippi Military Department for approximately 842 square feet of office space located in the MSU High Performance Computing Building for use by the Mississippi National Guard. This is a 3-year agreement effective February 1, 2019 through January 31, 2022 at a cost of \$1 per year. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with applicable law.
 - b. **MSU** – On December 18, 2018, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and Congressman Michael Guest for approximately 150 square feet of office space on the MSU – Meridian Riley Campus. This is a revenue agreement with a term of two years beginning January 3, 2019. Monthly rent will be \$250 per month for the first 12 months and \$260 a month for the second 12-month period. This proposed lease form is required by the U.S. House of Representatives for use by its members for office space. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with applicable law.
 - c. **UMMC** – On December 5, 2018, Commissioner Alfred Rankins, Jr., approved the Lease Agreement with Leflore Technologies, LLC under which Leflore will lease from UMMC approximately 145 square feet of dry lab space in the incubator facility of UMMC’s Translation Research Center. The term of the lease is one year beginning January 1, 2019, with total estimated revenue in the amount of \$4,205.04 over the one-year term. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with applicable law.
 - d. **UMMC** – On December 12, 2018, Commissioner Alfred Rankins, Jr., approved the request to renew a Service Agreement with McCann Erickson USA, Inc. d/b/a MRM/McCann extending the term of the existing agreement for approximately three years, or through December 10, 2021, with the same terms and conditions as

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those previously approved by the Board of Trustees, including pricing. The original agreement was approved by the Board on January 21, 2016, for a term of fourteen months, expiring on March 21, 2017. On January 19, 2017, the Board approved an amendment to extend the term of the agreement through December 31, 2018. Since the requested contract renewal involves an expenditure contract that has been approved by the Board, and since the renewal terms are not changing from those already approved by the Board, the Commissioner is authorized, per Board Policy 707.01 Land, Property, and Service Contracts, to approve same on behalf of the Board. A Special Assistant Attorney General has reviewed this item and found it compliant with IHL Board policy and applicable law.

- e. **UMMC** – On January 4, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between UMMC and Holmes Community College. The lease will begin following improvements to the property, which is estimated to be February 1, 2019 and will continue for a term of two years, plus any additional days as may be required for the term to expire on the last day of a month. The monthly rental payment is \$1,173.04 for a total cost of approximately \$28,152.96. The first installment is due on the Lease Start Date, with subsequently payments due monthly as set out in Section 4 of the Lease Agreement. A Special Assistant Attorney General has reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Board Policy 707.03 Approval for Prepayment for Goods or Services.
- f. **USM** – On December 18, 2018, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Southern Mississippi and Karim’s LLC for approximately 150 square feet of office space located in the USM Accelerator facility. This is a revenue generating lease with a term of 1-year effective upon approval and execution with four one-year renewal terms. Karim’s will pay \$3,000 rent annually. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with applicable law.
- g. **USM** – On December 18, 2018, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Southern Mississippi and the University of Southern Mississippi Research Foundation for research equipment to be used by USM on its vessel, Point Sur, for a research project for the US Department of Defense. The term of this lease is nine months beginning December 15, 2018, at a cost of \$9,464.45 per month, as set out in Article III of the agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with applicable law.

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**HEALTH AFFAIRS
COMMITTEE REPORT**

Wednesday, January 16, 2019

The meeting was called to order by Chairman Ford Dye at approximately 2:00 p.m. The following items were discussed.

1. Executive Session

On motion by Trustee Ogletree, seconded by Trustee Cunningham, with Trustees McNair, Morgan, and Starr absent and not voting, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Cunningham, seconded by Trustee Lamar, with Trustees McNair, Morgan, and Starr absent and not voting, all Committee members legally present and participating voted unanimously **to enter into Executive Session** for the reason reported to the public and stated in these minutes, as follows:

Discussion of strategic business plans related to a public hospital.

During Executive Session, the following matters were discussed:

Trustee Gee Ogletree recused himself from discussing the lease agreements with Flowood Investors II, LLC and Highland Plaza, LLC by leaving the room before there was any discussion or vote regarding the same.

The Committee discussed two medical office building leases for the University of Mississippi Medical Center – one with Flowood Investors II, LLC and one with Highland Plaza, LLC. **No action was taken.**

Trustee Ogletree returned to the room at the conclusion of the discussion about the lease agreements with Flowood Investors II, LLC and Highland Plaza, LLC.

On motion by Trustee Lamar, seconded by Trustee Cunningham, with Trustee McNair absent and not voting, all Committee members legally present and participating voted unanimously to return to open session.

2. On motion by Trustee Ogletree, seconded by Trustee Lamar, with Trustee McNair absent and not voting, all Committee members legally present and participating voted unanimously to adjourn.

The following Committee members were present: Dr. Ford Dye (Chair), Mr. Chip Morgan (Vice-Chair), Ms. Ann Lamar, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. Walt Starr. Committee member Dr. Alfred McNair was absent. Other trustees attending include Dr. Steven Cunningham, Mr. Shane Hooper, Ms. Jeanne Luckey, and Mr. Bruce Martin.

ANNOUNCEMENTS

- President Shane Hooper announced that the next Board meeting will be February 21, 2019 in Jackson.

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- President Hooper invited the university presidents to report on current activities on their campuses.
- President Hooper thanked each institutional executive officer for their work and dedication to educating the population of Mississippi. The economic development impact of having three R1 universities in the state of Mississippi is a great accomplishment.

EXECUTIVE SESSION

On motion by Trustee Starr, seconded by Trustee Ogletree, with Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Lamar, seconded by Trustee Ogletree, with Trustee McNair participating by phone, 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 litigation matter at Mississippi State University;
Discussion of a litigation matter at Delta State University;
Discussion of a prospective litigation matter at the University of Southern Mississippi; and
Discussion of a personnel matter at the University of Mississippi.

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

The Board discussed a personnel matter at the University of Mississippi. **No action was taken.**

On motion by Trustee Lamar, seconded by Trustee Cunningham, with Trustee Morgan absent and not voting and with Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to allow the University of Southern Mississippi to proceed with filing suit as discussed with legal counsel.

On motion by Trustee Dye, seconded by Trustee Martin, with Trustee Morgan absent and not voting and with Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers' Compensation Claim No. 55-37715-1 styled as *Bobby Bates vs. Mississippi State University*, as recommended by counsel.

On motion by Trustee Cunningham, seconded by Trustee Martin, with Trustee Morgan absent and not voting and with Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers' Compensation Claim No. 55-36579-1 styled as *Jack Cartwright vs. Delta State University*, as recommended by counsel.

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On motion by Trustee Ogletree, seconded by Trustee Lamar, with Trustee Morgan absent and not voting and with Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to return to Open Session.

On motion by Trustee Dye, seconded by Trustee Parker, with Trustee Morgan absent and not voting and with Trustee McNair participating by phone, all Trustees legally present and participating voted unanimously to employ attorney Dick Cowart from Baker Donelson law firm to advise and review a holding company structure, incorporation, system, and on related matters, contingent upon approval by the Attorney General.

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Parker, seconded by Trustee Dye, with Trustee Morgan absent and not voting and with Trustee McNair participating by phone, 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

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EXHIBITS

- Exhibit 1 Real Estate items that were approved by the IHL Board staff subsequent to the December 12, 2018 Board meeting.
- Exhibit 2 Report of the payment of legal fees to outside counsel.

EXHIBIT 1

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SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE DECEMBER 12, 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.

JACKSON STATE UNIVERSITY

1. **JSU- GS 103-283 – Campus Mechanical Improvements**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$42,551.40 and zero (0) additional days to the contract of McLain Plumbing & Electrical Service, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, December 20, 2018

Change Order Description: Change Order #1 includes the following items: replace the failed parts on the standby water pump; and install a new SCHP2 (pump) at the Peoples Building.

Change Order Justification: These changes were due to the failure of the #2 pump.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$42,551.40.

Project Initiation Date: August 21, 2014

Design Professional: Engineering Resource Group, Inc.

General Contractor: McLain Plumbing & Electrical Service, Inc.

Total Project Budget: \$3,853,000.00

MISSISSIPPI STATE UNIVERSITY

2. **MSU– IHL 205-279 – Addition & Renovation to Dudy Noble Field**

Approval Request #1: Change Order #12

Board staff approved Change Order #12 in the amount of \$490,857.42 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, December 18, 2018

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Change Order Description: Change Order #12 includes the following items: add water meters on the field irrigation line and center field building domestic line; changes to the home plate ticket office window and to the home dugout storage room; add receptacles above the ceiling for the stage lights in the player meeting room; revisions to the field level ceiling heights beneath the stadium; connected the outfield knox box to the fire alarm; added finish to the back of a pilaster; revisions to the pitching tunnel; added a new player's lounge; installed pedestals for the thunder & lightening statues; installed a wall in the 3rd base concession for an exhaust hood; added a concrete sidewalk in lieu of a planter bed by the home plate entry; added an acoustical ceiling in lieu of a wood ceiling in a lobby; added metal wall panels at the lobby; revisions made to the lighting in the team meeting room and locker room; added rock hill at the hump service drive area; relocated the home dugout phone; electrical revisions in the spa/pool for the hydro tub; revisions to the NW parking lot landscape; added foam padding at the ductwork in the pitching tunnel; raised the existing manholes to a finished grade; revisions to the fire sprinkler at the new player's lounge; and site work performed at the left field lofts.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Twelve (12) change orders for a total amount of \$2,209,460.26.

Project Initiation Date: August 15, 2013

Design Professional: Wier Boerner Allin Architects, PLLC

General Contractor: Jesco, Inc.

Total Project Budget: \$55,000,000.00

3. **MSU– IHL 205-285A – MSU Chilled Water Loop Upgrade**

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$37,573.00 and fourteen (14) additional days to the contract of Brislin, Inc.

Approval Status & Date: APPROVED, December 18, 2018

Change Order Description: Change Order #2 includes the following items: changes to the floor plan; added access controls to the central plant control room; added control sensors to the new 14" chilled water piping within the central plant; and fourteen (14) days to the contract.

Change Order Justification: These changes were due to the change of the end user space since the design phase of the project; controls sensors were added at the request of the MSU Life Safety Officer that were necessary concerning the flow and pressure data for the north loop.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$447,565.25.

Project Initiation Date: August 17, 2017

Design Professional: Cooke Douglass Farr lemons, Architects & Engineers, P.A.

General Contractor: Brislin, Inc.

Total Project Budget: \$5,000,000.00

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4. **MSU– IHL 205-287 – Parking Garage North**

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by McCarty Architects.

Approval Status & Date: APPROVED, December 6, 2018

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, December 6, 2018

Project Initiation Date: May 18, 2017

Design Professional: McCarty Architects

General Contractor: TBD

Total Project Budget: \$12,000,000.00

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

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the credit amount of \$131,785.60 and zero (0) additional days to the contract of Ralph McKnight & Son Construction, Inc.

Approval Status & Date: APPROVED, December 18, 2018

Change Order Description: Change Order #2 includes the following items: credit issued for repair of damaged existing ¾” gypsum underlayment and preparation for new floor finish; and removal & replacement of damaged 23/32” plywood substrate and required support blocking.

Change Order Justification: These changes were reconciliation for allowance for credit as requested by the user/owner.

Total Project Change Orders and Amount: Two (2) change orders for a total credit amount of \$116,375.96.

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

UNIVERSITY OF MISSISSIPPI

6. **UM– GS 107-314 (formerly IHL #207-355) – Garland Hedleston Mayes Renovation**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$230,025.76 and thirty-eight (38) additional days to the contract of Century Construction & Realty. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, December 18, 2018

Change Order Description: Change Order #3 includes the following items: modifications to the portico; north site gas line was relocated; added two (2) 2” conduits for additional communication lines; electrical and data changes done; changes to the electrical and floor boxes; modifications to the NW sewer line and sleeve through the retaining wall; a tile border was added to the walk-off carpet area at the entrance to Hedleston Hall; gypsum

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board was added to the bottom side of the existing stairs in Garland and Mayes Halls; fire-rated plywood and specific carpet adhesive was added, along with the stair nosing at the front face of the risers in the tiered classroom; additional layout and fill material was added at the ramps in the South plaza; site modifications south of Garland and around the parking lot area; bottle filler kits were added to the drinking fountains; credit issued for wall covering modifications; additional site fencing added along the retaining walls in the north and west portions of the site; credit issued for water repellent not required; relocation of the return air grilles in the second floor classrooms; and thirty-eight (38) days to the contract, (twenty-six (26) weather delays).

Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; weather delays; and days for work as indicated herein.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$623,935.40.

Project Initiation Date: January 19, 2012

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

General Contractor: Century Construction & Realty

Total Project Budget: 23,500,000.00

7. **UM– IHL 207-415 - Golf Practice Facility Renovation**

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the credit amount of \$4,076.11 and one (1) additional day to the contract of Duininck Golf, Inc.

Approval Status & Date: APPROVED, December 20, 2018

Change Order Description: Change Order #5 includes the following items: installed french drains behind and to the right of the team tee on the driving range, NW of the chipping green, and East to the #5 green on the short course, including additional work of locating and working around new irrigation, cutting and relaying sod, hauling out soil, or repairing the turf around the work area; increased the sprigging rate; credit issued for the remaining wire on a roll not left on site as agreed; credit for top cap stone (not installed) stockpiled on site for future use; and one (1) day to the contract.

Justification: These changes were necessary as requested by the user/owner and work as indicated herein.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$45,379.20.

Project Initiation Date: February 18, 2016

Design Professional: Pryor/Morrow PC

General Contractor: Duininck Golf, Inc.

Total Project Budget: \$3,448,000.00

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8. **UM– IHL 207-436 - Kinard Water Treatment Replacement**

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$26,112.13 and fifty-seven (57) additional days to the contract of Hemphill Construction Company, Inc.

Approval Status & Date: APPROVED, December 20, 2018

Change Order Description: Change Order #2 includes the following items: additional site grading performed; removed an existing modular communications building; added a water lubrication line and a meter pit drain line; and fifty-seven (57) days to the contract (eleven (11) weather delays).

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$20,112.13.

Project Initiation Date: February 18, 2016

Design Professional: Engineering Solutions, Inc.

General Contractor: Hemphill Construction Company, Inc.

Total Project Budget: \$1,600,000.00

9. **UM– IHL 207-444 - South Oxford Center – Communicative Science Disorders**

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$63,200.41 and sixty (60) additional days to the contract of McCarty King Construction Company.

Approval Status & Date: APPROVED, December 5, 2018

Change Order Description: Change Order #1 includes the following items: removed electrical items discovered in a wall at the new opening & relocated ductwork above the new wall; added a sound booth; added a vinyl floor and base; relocated ductwork above another wall; added four (4) new doors in existing frames; a credit issued for a change in the carpet; and sixty days to the contract.

Change Order Justification: These changes were necessary 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 \$63,200.41.

Project Initiation Date: June 20, 2013

Design Professional: McCarty Architects, P.A.

General Contractor: McCarty King Construction Company

Total Project Budget: \$2,000,000.00

10. **UM– IHL 207-445 – Stewart Hall Elevator Refurbishment**

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, December 13, 2018

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

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Approval Status & Date: APPROVED, December 13, 2018

Project Initiation Date: November 15, 2018

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: TBD

Total Project Budget: \$1,200,000.00

11. **UM– IHL 207-447 – Martin Hall – AC VAV Boxes Replacement**

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, December 5, 2018

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, December 5, 2018

Project Initiation Date: November 15, 2018

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: TBD

Total Project Budget: \$1,650,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

12. **UMMC– IHL 209-566 – Day Surgery & Patient Care Units Expansion**

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by ESA Architects

Approval Status & Date: APPROVED, December 5, 2018

Project Initiation Date: April 19, 2018

Design Professional: ESA Architects

General Contractor: TBD

Total Project Budget: \$11,000,000.00

13. **UMMC– IHL 209-571 – Replace Chiller and Cooling Tower**

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on January 7, 2019 to approve the change in scope of work.

Interim Approval Status & Date: APPROVED, January 7, 2019

Project Initiation Date: October 18, 2018

Design Professional: Engineering Resource Group, Inc.

General Contractor: TBD

Total Project Budget: \$1,400,000.00

EXHIBIT 1

January 17, 2019

14. UMMC– IHL 209-574 – Garage D

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$15,747,000.00 to the apparent low bidder, Brasfield & Gorrie, LLC.

Approval Status & Date: APPROVED, December 13, 2018

Project Initiation Date: October 18, 2018

Design Professional: HDR Architecture, PC

General Contractor: Brasfield & Gorrie, LLC

Total Project Budget: \$17,900,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #6

Board staff approved Change Order #6 in the amount of \$59,003.56 and zero (0) additional days to the contract of B. W. Sullivan Building Contractor, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, December 11, 2018

Change Order Description: Change Order #6 includes the following items: replaced 120' of 8" storm drain; added 4' of length to two (2) demonstration tables in the food lab; added five (5) ceiling access panels; added a new hollow metal door frame and a reverse door swing; added thirty-two (32) lockers; leveled the existing first floor slab areas; and added a floor drain.

Change Order Justification: These changes were necessary due to latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$291,780.41.

Project Initiation Date: June 20, 2013

Design Professional: Allred Architectural Group, P.A.

General Contractor: B. W. Sullivan Building Contractor, Inc.

Total Project Budget: \$13,000,000.00

16. USM– GS 108-285 – Cook Library Renovation PH I

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Wier Boerner Allin Architecture.

Approval Status & Date: APPROVED, December 19, 2018

Project Initiation Date: January 18, 2018

Design Professional: Wier Boerner Allin Architecture

General Contractor: TBD

Phased Project Budget: \$1,702,788.75

Total Project Budget: \$4,880,480.00

EXHIBIT 2

January 17, 2019

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 11/1/18, 11/1/18, 12/1/18 and 12/1/18) from the funds of Alcorn State University. (These statements, in the amounts of \$971.25, \$40.76, \$36.00 and \$1,000.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 2,048.01

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 11/14/18 and 12/12/18) from the funds of Mississippi State University. (These statements, in the amounts of \$5,875.00 and \$2,187.50, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 8,062.50

Payment of legal fees for professional services rendered by Brown & Langston, PLLC (statement dated 11/1/18) from the funds of Mississippi State University. (This statement, in the amount of \$1,278.75, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 1,278.75

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 11/1/18, 11/1/18 and 12/1/18) from the funds of Mississippi State University. (These statements, in the amounts of \$517.00, \$2,500.00, and \$2,500.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 5,517.00

Payment of legal fees for professional services rendered by the Winfield Law Firm (statements dated 11/9/18, 11/13/18 and 12/12/18) from the funds of Mississippi State University. (These statements, in the amounts of \$2,788.00, \$3,792.29 and \$874.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 7,454.79

Payment of legal fees for professional services rendered by Butler Snow (statement dated 9/12/18) from the funds of the University of Mississippi. (This statement, in the amount of \$1,475.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 1,475.00

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Payment of legal fees for professional services rendered by Mayo|Mallette (four statements, each dated 11/6/18) from the funds of the University of Mississippi. (These statements, in the amounts of \$18,679.00, \$2,823.00, \$2,050.00 and \$1,349.79, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 24,901.79

Payment of legal fees for professional services rendered by Baker Donelson Bearman Caldwell & Berkowitz, PC (two statements, each dated 12/10/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts \$31,179.36 and \$51.00, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 31,236.36

Payment of legal fees for professional services rendered by Bradley Arant Boult Cummings, LLP (statements dated 11/12/18 and 11/14/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts \$588.00 and \$980.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,568.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 11/16/18, 11/16/18, 11/16/18, 11/19/18, 11/19/18, 11/19/18, 11/19/18, 11/28/18, 12/11/18, 12/11/18, 12/11/18, 12/11/18 and 12/20/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,448.50, \$678.50, \$1,475.00, \$40,811.70, \$19,470.00, \$7,540.30, \$3,658.80, \$13,157.00, \$5,516.50, \$2,065.00, \$118.00, \$5,031.10, \$1,622.50, and \$678.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 104,271.40

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 10/26/18, 10/26/18, 10/26/18, 11/29/18, 11/30/18 and 11/30/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$5,719.76, \$6,348.50, \$3,968.08, \$2,491.20, \$2,013.00 and \$3,876.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 24,416.54

Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PLLC (statements dated 10/31/18, 11/30/18 and 11/30/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$313.50, \$2,326.50 and \$115.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 2,755.50

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Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 9/7/18, 11/6/18, 11/6/18, 11/6/18, 11/6/18, 11/6/18, 11/6/18, 11/6/18, 11/6/18, 11/6/18, 12/5/18, 12/5/18, 12/5/18, 12/5/18 12/5/18, 12/5/18 and 12/5/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,991.30, \$528.00, \$51.00, \$1,012.50, \$1,428.80, \$33.00, \$220.50, \$66.00, \$99.00, \$66.00, \$2,722.50, \$577.00, \$942.00, \$1,329.00, \$1,580.09 and \$82.98, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 13,729.67

Payment of legal fees for professional services rendered by Hogan Lovells, US, LLP (statement dated 11/29/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$21,510.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 21,510.00

Payment of legal fees for professional services rendered by Jeffrey P. Reynolds, PA (statement dated 9/30/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$1,570.12, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,570.12

Payment of legal fees for professional services rendered by Page Kruger & Holland (five statements, each dated 12/11/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$499.16, \$99.00, \$99.00, \$412.50 and \$98.36, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,208.02

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (statements dated 4/9/18, 4/9/18, 4/9/18, 8/7/18, 8/7/18, 8/7/18, 8/7/18, 8/7/18, 8/7/18, 8/7/18, 11/9/18, 11/9/18, 11/9/18, 11/9/18, 11/9/18, 11/9/18, 11/9/18, 11/9/18, 12/7/18, 12/7/18, 12/7/18, 12/7/18, 12/7/18, 12/7/18 and 12/7/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$81.00, \$148.50, \$531.00, \$2,014.75, \$594.00, \$108.00, \$270.00, \$351.00, \$418.50, \$297.00, \$162.00, \$242.50, \$432.00, \$148.50, \$94.50, \$132.00, \$364.50, \$405.00, \$325.00, \$198.00, \$94.50, \$310.50, \$149.50, \$214.50 and \$351.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 6,232.00

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Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 10/31/18 and 11/27/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,761.50 and \$2,482.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 5,244.00

Payment of legal fees for professional services rendered by Waller Lansden Dortch & Davis, LLP (statements dated 8/17/18 and 12/17/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$5,487.00 and \$413.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 5,900.00

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 8/17/18, 8/17/18, 8/17/18, 8/24/18, 8/24/18, 8/24/18, 8/24/18, 8/24/18, 8/27/18, 10/16/18, 10/19/18, 10/19/18, 10/22/18, 10/22/18, 10/22/18, 10/23/18, 10/23/18, 10/23/18, 11/1/18, 11/6/18, 11/8/18, 11/19/18, 11/19/18, 11/19/18, 11/20/18, 12/13/18, 12/13/18, 12/13/18, 12/13/18, 12/13/18, 12/13/18, 12/13/18 and 12/17/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$165.00, \$148.50, \$1,386.00, \$1,138.50, \$907.50, \$940.50, \$313.50, \$1,047.75, \$313.50, \$99.00, \$271.50, \$82.50, \$277.50, \$2,784.75, \$912.17, \$363.00, \$214.50, \$1,314.00, \$569.70, \$3,520.75, \$57.00, \$675.00, \$247.50, \$1,214.40, \$558.15, \$156.00, \$1,768.90, \$115.50, \$115.50, \$280.50, \$4,182.75 and \$8,165.43, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 34,306.75

Payment of legal fees for professional services rendered by the Whitfield Law Group (statements dated 8/2/18, 8/2/18, 8/6/18, 9/17/18, 9/17/18, 10/3/18, 11/5/18, 11/5/18, 11/5/18, 11/5/18, 11/5/18, 11/5/18, 11/30/18, 12/3/18, 12/3/18, 12/3/18, 12/3/18, 12/3/18, 12/3/18, 12/3/18, 12/3/18, 12/3/18 and 12/5/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$924.00, \$528.00, \$400.00, \$3,151.50, \$363.00, \$1,081.40, \$370.50, \$412.50, \$7,041.00, \$396.00, \$4,817.00, \$411.00, \$7,651.10, \$10,348.40, \$676.50, \$2,254.50, \$6,582.80, \$1,126.80, \$10,371.90, \$1,565.70, \$680.20, \$1,230.80 and \$2,331.00 respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 64,715.60

Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 10/24/18, 10/24/18, 10/24/18, 10/31/18, 11/29/18 and 11/29/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$4,127.00, \$2,498.70, \$1,220.00, \$1,070.03, \$1,429.90 and \$3,067.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 13,412.93

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Payment of legal fees for professional services rendered by Bryan Nelson Schroeder Castigliola & Banahan (statement dated 11/26/18) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$1,111.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,111.50

Payment of legal fees for professional services rendered by Butler Snow (statements dated 10/24/18 and 11/12/18) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$1,135.50 and \$2,242.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 3,377.50

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 12/6/18) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$97.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 97.50

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 11/1/18, 11/1/18, 11/1/18, 11/1/18, 11/1/18, 11/1/18, 11/1/18, 11/1/18, 11/1/18, 12/1/18, 12/1/18, 12/1/18, 12/1/18, 12/1/18, and 12/1/18) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$1,500.00, \$1,500.00, \$27.37, \$2,000.00, \$40.37, \$1,500.00, \$94.96, \$1,000.00, \$1,000.00, \$2,000.00, \$22.86, \$199.41, \$14.80, \$1,461.07, \$1,500.00, and \$1,500.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 15,360.84

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

Payment of legal fees for professional services rendered by Larry Schemmel (seven statements, each dated 10/12/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Humo Base, Ankle Complex Wearable for Kinematic and Kinetic Movement Data Capture and Assessment” - \$70.00; “Facemask” - \$70.00; “Methods for Improving Rice Nutrition via Manipulation of Starch Crystalline Structure and Nutrient Penetration Treatment” - \$325.00; “Automated and Semi-Automated Response Models and Tools for Securing Networked Devices” - \$70.00; “Improved Tracking Method for Containers Having Removable Closures” - \$2,423.00; “Bio-Based Poly (Ether Amides)s from Lignin-Derived Building Blocks” - \$70.00; and “Facemask” - \$350.00.)

TOTAL DUE.....\$ 3,378.00

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Payment of legal fees for professional services rendered by Butler Snow (statements dated 8/29/18, 9/4/18 and 9/28/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” - \$708.00; Delivery System for Supplemental Wood Preservative and/or Metal Corrosion Inhibition Treatment” - \$1,850.00; and “HCN4 Therapeutics for Breathing Disorders” - \$1,340.00, respectively.)

TOTAL DUE.....\$ 3,898.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (three statements, each dated 11/7/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - \$2,310.50; “Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - \$292.50; and “Occidiofungin Formations and Uses Thereof” - \$1,873.30, respectively.)

TOTAL DUE.....\$ 4,476.30

Payment of legal fees for professional services rendered by Stites & Harbison (three statements, each dated 10/19/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$252.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$681.50; and “Unsymmetric CCC-NHC Pincer Metal Complexes and Application” - \$38.00)

TOTAL DUE.....\$ 971.50

Payment of legal fees for professional services rendered by Armstrong|Teasdale (statements dated 8/15/18, 8/15/18, 8/15/18, 8/15/18, 9/28/18, 10/18/18 and 10/18/18) 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 - \$1,152.23; “Systems and Methods for Detecting Transient Acoustic Signals” - \$1,382.85; “Laser Multibeam Differential Interferometric Sensor and Methods for Vibration Imaging” - \$200.00; Systems and Methods for Detecting Transient Acoustic Signals” - \$330.00; Laser Multibeam Differential Interferometric Sensor and Methods for Vibration Imaging” - \$827.00; Systems and Methods for Detecting Transient Acoustic Signals” - \$202.80; and “Self-Sealing Coating System for Protection of Toxic Inhalent Hazard Tanks” - \$3,162.50, respectively.)

TOTAL DUE.....\$ 7,257.38

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Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/4/19, 10/24/18 and 10/31/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Cache Mapping Technology Matter” – \$6,224.50; “Animal Model of Anxiety and Depression” - \$400.00; “Cache Mapping Technology” - \$1,947.00, respectively.)

TOTAL DUE.....\$ 8,571.50

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 8/29/18, 9/24/18, 10/12/18, 10/16/18, 10/17/18, 10/17/18 and 10/26/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$1,023.55; “High Molecular Weight Polysaccharide Fraction from Aloe Vera with Immunostimulatory Activity” - \$4,000.00; “Potent Immunostimulants from Microalga” - \$4,000.00; “Biologically Active Cannabidoil Analogs” - \$7,456.89; “Potent Immunostimulants from Microalga” - \$1,195.00; “Potent Immunostimulants from Microalga” - \$616.00; and “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$1,009.05, respectively.)

TOTAL DUE.....\$ 19,300.49

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 8/21/18, 8/21/18, 9/19/18, 9/20/18, 9/20/18, 10/19/18, 10/19/18, 10/19/18, 10/19/18, 10/19/18, 10/19/18, 10/25/18, 10/25/18 and 10/25/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Stabilized Formulation of Triamcinolone Acetonide” - \$498.50; “Cytochrome BC1 Complex Inhibitors” - \$38.00; “Methods for Detcting Humans” - \$2,132.50; “Amphotericin Loaded Pegylated Lipid Nanoparticles for Human Veterinary Use” - \$715.00; “Use of Trans-Gnetin H or Extracts Containing Genetic H as a Lactic Acid Production Inhibitor” - \$352.00; “Stabilized Formulation of Triamcinoline Acetonide” - \$578.00; “Compositions Comprising Highly Purified Amphotericin B” - \$687.00; “Highly Purified Amphotericin B” - \$823.00; “Highly Purified Amphotericin B” - \$971.00; “Highly Purified Amphotericin B” - \$1,020.00; “Highly Purified Amphotericin B” - \$1,962.00; “Highly Purified Amphotericin B” - \$1,366.00; “Amphotericin Loaded Pegylated Lipid Nanoparticles for Human Veterinary Use” - \$38.00; “Use of Trans-Gnetin H or Extracts Containing Genetic H as a Lactic Acide Production Inhibitor” - \$273.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitizes Solar Cells” - \$38.00; “Gas Separating Membranes” - \$5,006.00, respectively.)

TOTAL DUE.....\$ 16,498.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 10/19/18, 10/19/18, 10/19/18, 10/25/18, 10/25/18, 10/25/18, 10/25/18, 11/21/18, 11/21/18, 11/21/18, 11/21/18, 12/18/18, 12/18/18, 12/18/18, 12/18/18, 12/18/18 and 12/18/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of

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\$38.00, \$326.00, \$356.64, \$442.00, \$208.00, \$38.00, \$559.50, \$38.00, \$624.00, \$128.00, \$1,504.00, \$38.00, \$9.50, \$422.00, \$38.00, \$520.00 and \$500.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.....\$ 5,789.64

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
FEBRUARY 21, 2019**

1. MSU – REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH MSU RESEARCH & TECHNOLOGY CORPORATION

Agenda Item Request: Mississippi State University, on behalf of its National Strategic Planning and Analysis Research Center (NSPARC), requests approval to enter into a five (5) year lease agreement with the Research & Technology Corporation (RTC) for office space located at 1 Research Blvd., Suite 200 and Suite 200B, totaling 6,580 square feet, in the Thad Cochran Research, Technology & Economic Development, in Starkville, MS. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, MSU also requests a waiver to allow prepayment of the monthly rent in advance each month.

Contractor’s Legal Name: Mississippi State University Research & Technology Corporation

History of Contract: In March 2016, MSU/NSPARC entered into a three (3) year lease agreement with the Oktibbeha County Economic Development Authority (OCEDA) to lease the subject space in the Mississippi Technology Center. In July 2018, the Mississippi Technology Center was purchased by RTC from OCEDA, and the lease agreement was assigned to RTC. RTC and MSU/NSPARC now desire to enter into a new five (5) year lease for the subject space.

Specific Type of Contract: Lease Agreement

Purpose: The purpose of the lease agreement is to lease 6,580 square feet to be used by NSPARC.

Scope of Work: N/A

Term of Contract: The term of the agreement is five (5) years, beginning March 1, 2019 through February 28, 2024.

Termination Options: MSU may terminate the lease agreement if space becomes available in any state-owned building.

MSU may reduce rent if necessitated by a discontinuous or decrease in federal or state funds upon thirty (30) days written notice to RTC, with space being reduced proportional to the reduction in rent.

If either party is in default and has not cured the default within the applicable cure period, the non-defaulting party will have the right to terminate the lease agreement.

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Should the demised premises be totally or substantially destroyed by fire, the elements or otherwise, so as to render it untenable, either party will have the option to cancel the remaining portion of the lease term upon forty-five (45) days written notice.

Contract Amount: MSU will pay monthly rent of \$7,194.13 or a total of \$431,647.80 over the term of the lease, plus reimbursement of utility costs.

Funding Source for Contract: NSPARC Service Center Fund

Contractor Selection Process: The space was identified in the MSU Research Park as a suitable space for NSPARC to lease to conduct business activities.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than \$100,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Lease Agreement between Mississippi State University and Mississippi State University Research & Technology Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

2. MVSU – REQUEST FOR APPROVAL OF A RESOLUTION FOR A GRANT APPLICATION WITH MDOT

Mississippi Valley State University requests approval of a resolution authorizing the filing of an application to the Mississippi Department of Transportation for a grant to assist in providing transportation services.

Through an agreement with the Mississippi Department of Transportation and the Federal Transit Administration, Mississippi Valley State University provides public transportation services in eight (8) Delta counties: Carroll, Grenada, Holmes, Humphreys, Leflore, Sunflower, Tallahatchie and Washington.

The mass transit system serves as a vital means of transportation for students to attend the university. The resolution is shown below.

AUTHORIZING RESOLUTION

The Board of Trustees of State Institutions of Higher Learning, herein after referred to as the BOARD, which is the governing body of Mississippi Valley State University (herein after referred to as the Applicant), is aware of the provisions of 49 U.S.C. 5311 of the Federal Transit Act and the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), Moving Ahead for Progress in the 21st Century (MAP-21) and Fixing America’s Surface Transportation (FAST) Act. The Board hereby duly authorizes **Jerryl**

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CONSENT AGENDA
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Briggs, acting as the **President of Mississippi Valley State University**, on behalf of the Applicant to file an application with the Mississippi Department of Transportation for a Section 5311 Rural Areas Transportation Program grant to assist in providing transportation services. The BOARD also does hereby certify that the Applicant is eligible to apply for this grant and is not aware of any reasons or conditions that prohibit the Applicant organization nor any of its staff, officers or directors from receiving, administering or disbursing federal funds. If this application is approved, (1) the Board resolves that the Applicant will provide the required local match; (2) the Board agrees to comply with the Federal Transit Administration's and The Mississippi Department of Transportation's requirements as contained in the award agreement; (3) the Applicant will carry out the project as described in the approved application. By this resolution the Board also officially authorizes **Mississippi Valley State University** to execute a contract agreement with the Mississippi Department of Transportation.

Approved and Adopted this _____ day of _____, 20_____

(Chairman/President)

(Typed Name)

(Attest)

(Typed Name)

Staff Recommendation: Legal Staff has reviewed the proposed Authorizing Resolution submitted by Mississippi Valley State University requesting authorization to file an application with the Mississippi Department of Transportation for a Section 5311 Grant for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. UM – REQUEST FOR APPROVAL TO AMEND A LEASE AGREEMENT WITH THE UNIVERSITY OF MISSISSIPPI ATHLETICS FOUNDATION

Agenda Item Request: The University of Mississippi requests approval to enter into an amended and restated lease agreement and amended and restated sublease agreement with the **Ole Miss Athletics Foundation**.

Contractor's Legal Name: Ole Miss Athletics Foundation (OMAF)

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History of Contract: The University of Mississippi and the Ole Miss Athletics Foundation entered a lease of real property to allow for the construction of an indoor practice facility and related facilities in May 2003. Subsequently, the parties amended the agreement in October 2012 and June 2015 to extend the term to May 2019 and allow for additions and renovations to the original facilities. The current agreement is set to expire in May 2019.

Specific type of contract: Amendment and restatement to lease agreement

Purpose: The University of Mississippi is seeking to amend and restate the original lease agreement and sublease agreement that originated in 2003 between the University of Mississippi and the OMAA. The amendment will extend the term for an additional 20 years to correspond to the refinancing terms of the OMAA

Term of contract: May 1, 2003, to May 30, 2039

Termination Options: Default

Contract amount: \$1 annual rent

Funding Source(s) for Project: University funds

Contractor Selection Process: This is an existing agreement

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. Legal Staff has reviewed the proposed Agreement between the University of Mississippi and the Ole Miss Athletics Foundation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN END USER AGREEMENT AND INTERFACE AGREEMENT WITH ARUP LABORATORIES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an End User Agreement (EUA) and an Interface Agreement (collectively, Agreements) with **ARUP Laboratories, Inc. (ARUP)** for the provision of outside reference laboratory services and for the automatic transmission of results into Epic.

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The tests sent to ARUP, such as Bordatella pertussis Antibody panel, CEA Fluid, Non-Invasive Prenatal Screening (NIPT), and Galactose-1-Phosphate RBC, cannot be performed by UMMC's other contracted reference laboratory vendors.

Contractor's Legal Name: ARUP Laboratories, Inc. (ARUPP)

History of Contract: These will be the first agreements between UMMC and ARUP. UMMC has utilized ARUP since approximately 2014 without a formal agreement in place. ARUP has agreed to reduce its pricing and interface with Epic to automatically transmit results in exchange for UMMC signing the Agreements.

Specific Type of Contract: This is an End User Agreement and an Interface Agreement.

Purpose: The purpose of the Agreements is for ARUP to provide outside reference laboratory services to UMMC and to automatically transmit the results into Epic. The testing that ARUP performs under the EUA is for tests that cannot be performed by UMMC's other contracted reference laboratory vendors.

Scope of Work: Under the Agreements, ARUP will provide reference laboratory testing for UMMC at discounted prices and automatically transmit lab results into Epic. UMMC commits to spend a minimum of \$5,000 per month in order to receive the discounted pricing.

Term of Contract: The term of the agreements is five (5) years, beginning March 1, 2019, and ending February 28, 2024.

Termination Options: The EUA may be terminated as follows:

- by ARUP if UMMC's monthly spend falls below the mutually agreed upon anticipated spend for three (3) consecutive months;
- by UMMC if UMMC's average monthly spend for services exceeds 110% of the anticipated monthly spend for twelve (12) consecutive months;
- by either party for cause upon thirty (30) days written notice to the other party, if the other party does not cure within the thirty (30) days; and
- by either party without cause upon ninety (90) days written notice to the other party.

The Interface Agreement may be terminated as follows:

- by either party upon thirty (30) days written notice to the other party; and
- by either party in the event of a grievance and the other party does not remedy the grievance within thirty (30) days of receiving notice.

Contract Amount: The total estimated cost of the EUA over five (5) years is \$1,846,063.60. This price includes a 10% annual increase to account for increased volume beginning in Year two (2) of the Agreement. There is no cost to the Interface Agreement.

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Under the Interface Agreement, ARUP will provide an allowance up to \$2,400 for UMMC's potential costs for any applicable licensure or installation fees to a third party.

Funding Source of Contract: These agreements will be funded by hospital patient revenue.

Contractor Selection Process: ARUP is an approved vendor contracted with Vizient, one of UMMC's group purchasing organizations (GPO) pursuant to Miss. Code Ann. § 31-7-13(m)(x). The reference laboratory services, such as Bordatella pertussis Antibody panel, CEA Fluid, Non-Invasive Prenatal Screening (NIPT), and Galactose-1-Phosphate RBC, cannot be performed by other reference laboratory vendors.

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. Legal Staff has reviewed the proposed Agreements between the University of Mississippi Medical Center and ARUP Laboratories, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MEDICAL OFFICE BUILDING LEASE WITH FLOWOOD INVESTORS II, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Medical Office Building Lease with **Flowood Investors II, LLC** (Flowood Investors) for 15,395 square feet of clinic space located in the Riverchase Medical Office Building at 2550 Flowood Drive, Flowood, MS 39232. The space will be utilized by UMMC's Departments of Neurology and Psychiatry. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to allow prepayment of the monthly rent in advance each month.

Contractor's Legal Name: Flowood Investors II, LLC

History of Contract: This is a new lease for UMMC's Departments of Neurology and Psychiatry. On January 17, 2019, the Board will consider a lease with Flowood Investors for separate clinic space at the Riverchase Medical Office Building for the Division of Bariatrics and Weight Management. Currently, UMMC's Departments of Neurology and Psychiatry provides services at various locations – in the old hospital, the Pavilion, and the Clinical Sciences Building on main campus; at the Jackson Medical Mall; and at the Grants Ferry clinic location. The proposed lease will allow the departments sufficient space for operations and consolidation of some administrative functions.

Specific Type of Contract: This is a new Medical Office Building Lease.

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Purpose: The purpose of the lease is to lease approximately 15,395 square feet of clinic space located in the Riverchase Medical Office Building at 2550 Flowood Drive, Flowood, MS 39232. The space will be utilized by UMMC's Departments of Neurology and Psychiatry. The lease will allow the departments sufficient space for operations and consolidation of some administrative functions.

Scope of Work: Under the lease, Flowood Investors will provide:

- Lease approximately 15,395 square feet of clinic space to UMMC;
- Repair and renovate the premises pursuant to UMMC's specifications;
- Provide the following, which are included in the base rent:
 - All utilities;
 - Property insurance;
 - ad valorem taxes;
 - Routine maintenance;
 - Janitorial services; and
 - Waste removal.

UMMC will be responsible for:

- Using the leased premises for medical office and clinic-related uses; and
- Preserving and maintaining the leased premises in clean and good condition.

Term of Contract: The term of the agreement is ten (10) years, beginning on the earlier of when UMMC opens the premises for business or the date of substantial completion of construction/renovation work, which is estimated to be October 15, 2019, for an estimated expiration of October 14, 2029. UMMC and Flowood Investors will memorialize the start date of the lease once the date has been determined.

Termination Options: Termination options include:

- By UMMC upon thirty (30) days' prior written notice in the event the construction work is not substantially completed by January 15, 2020;
- By UMMC in the event Flowood Investors causes any utility service interruption lasting longer than 30 consecutive days;
- By UMMC in the event Flowood Investors sells, transfers, or assigns the lease to any party that is or becomes excluded, debarred, or otherwise ineligible to participate in any federal or state healthcare programs;
- By UMMC in the event of a partial destruction of the premises and Flowood Investors does not elect to make repairs or if the repairs cannot be made timely;
- By either party in the event of a total destruction of the building;

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- Automatically if the whole of the premises or building or so much thereof as to render the balance unusable by UMMC shall be taken under power of eminent domain, condemnation or by deed in lieu of foreclosure or otherwise;
- By UMMC in the event of a partial taking under power of eminent domain, by giving Flowood Investors written notice within 30 days after UMMC's receipt of written notice of such partial taking;
- By either party in the event the other party commits an act of default under the lease, by giving the defaulting party at least ten (10) days' prior written notice;
- By either party in the event any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, and the parties fail to agree upon modified terms within 90 days;
- By either party immediately upon breach of any of the following ongoing representations and warranties that it, 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; and
 - are not under investigation or otherwise aware of any circumstances which may result in the party being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
- By either party in the event of an adverse change in law and the parties fail to agree upon modified terms within 60 days.

Contract Amount: The total potential cost of the lease is \$4,979,208.29 over the ten (10) year term. UMMC's initial base rent is \$28.12 per square foot, which increases approximately one and a half percent (1.5%) each year thereafter. UMMC has included additional potential costs for increases in operating costs (gas, electricity, water, etc.), parking lot resurfacing, and after-hours utilities.

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

Contractor Selection Process: This location was selected based on the existing condition of the space, comparable rent rates, time-efficiency of occupancy of the space, and consolidation of operations.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than \$100,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Lease Agreement between University of Mississippi Medical Center and Flowood*

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Investors II, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

6. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AND LICENSE AGREEMENT WITH GENERAL DEVIVES LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Purchase and License Agreement with **General Devices LLC** for the development of a Mobile Tele-Assist System. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC also requests a waiver to allow prepayment for 100% of the cost of the system, license and support.

Contractor’s Legal Name: General Devices LLC (General Devices)

History of Contract: This is a new Purchase and License Agreement for the development and deployment of a Mobile Tele-Assist System (MTAS or system).

Specific Type of Contract: Purchase and License Agreement

Purpose: The purpose of this agreement is to develop a pre-hospital mobile telemedicine solution for secure and direct transmission of video, data, and telemetry from emergency service vehicles into the Mississippi MED-COM. This system will provide telemedicine directly to first responders in the field through a secure and direct transmission of video, data and telemetry services through UMMC’s Mississippi Medical Command Center (MED-COM). The proposed MTAS aims to improve patient assessment capabilities of EMS responders, facilitate appropriate transport, and improve patient outcomes for transported patients through increased access to information supporting timely medical decision-making.

Scope of Work: Under the agreement, General Devices will provide the following:

- hardware consisting of two (2) hospital-based CAREpoint answering workstations; five (5) Emergency Service Vehicle (ESV) computer systems, four (4) Deployable Unit (DU) computer systems, and five (5) End User Smart Devices (EU-SD),
- e-bridge software licenses, network infrastructure, maintenance and support,
- custom configuration and implementation of the MTAS,
- training and training material, and
- project management and documentation.

UMMC agrees to:

- provide General Devices with information as needed in order to register for and/or use services,
- not use the services provided by General Devices to send unsolicited email outside UMMC’s company or organization in violation of applicable law, falsify any email

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header information when sending emails, or attempt to acquire sensitive information such as user names, passwords and credit card details by masquerading as a trustworthy entity in an electronic communication,

- not use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, or that would violate the intellectual property rights of any party, give rise to civil liability, constitute a criminal offense, or is otherwise unlawful under any applicable law or regulation,
- use the Services only for as permitted under the agreement and not resell, distribute, use on a timeshare or service bureau basis, or otherwise directly generate income from the services,
- not modify, make derivative works of, disassemble, decompile or reverse engineer the Sites, Services or any component thereof (except to the extent expressly permitted by law),
- comply with all applicable laws and regulations in connection with the use of the service, and
- not use the software in an attempt to or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

Term of Contract: The term of the agreement is for two (2) years - February 25, 2019 through February 24, 2021.

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

- by UMMC for non-availability of funds,
- UMMC may terminate Exhibit A for any reason, upon thirty (30) days written notice,
- failure of General Devices to comply with the Federal E-Verify program,
- by UMMC should General Devices breach the term of the agreement,
- UMMC may terminate the contract at any time under Provision 3 of Exhibit B,
- either party may terminate the support services immediately in the event that bankruptcy or insolvency proceedings are instituted by or against the other party, and
- by UMMC, in the event General Devices improperly uses or discloses protected health information in breach of the agreement

Contract Amount: The total estimated cost of the agreement is \$596,180.00. The cost consists of hardware, software and licensing costs, network infrastructure, implementation and testing fees, training fees, maintenance and support fees, and project management fees. A breakdown of all fees is as follows:

Description	Cost
Hardware	\$275,580.00

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Software License and Subscription	\$45,096.00
Network Infrastructure	\$39,735.00
Implementation and Testing	\$69,346.00
Training	\$15,350.00
Maintenance and Support	\$82,025.00
Documentation and Project Management	\$108,783.00
Total	\$596,180.00

Funding Source of Contract: The contract will be funded through a sub-award to UMMC from the State of Mississippi’s Governor’s Office under a grant award for the Broadband Technology Opportunities Program (BTOP), CFDA 11.557.

Contractor Selection Process: In April 2018, UMMC issued Request for Proposal (RFP) No. 1256 for the purchase of a Mobile Tele-Assist System. Two (2) vendors responded to the RFP, General Devices LLC and Interactive Solutions, Inc. Interactive Solutions, Inc. was invalidated based on its failure to respond to mandatory requirements of the RFP. The proposal submitted by General Devices met or exceeded the specifications requested in the RFP and the cost was within the budgetary limit of the project.

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. Legal Staff has reviewed the proposed Agreement between The University of Mississippi Medical Center and General Devices LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

7. UMMC – REQUEST FOR APPROVAL TO AMEND A LICENSE AGREEMENT WITH INTELLIGENT MEDICAL OBJECTS, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment 1 to the current software and license agreement with **Intelligent Medical Objects, Inc.** to remove the IMO Procedure IT Surgical Scheduling product, remove the IT IMO Procedure Surgical History product,

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and add the Intelligent Problem List (IPL) Product license. Additionally, the amendment adds insurance and indemnification requirements for Intelligent Medical Objects.

Contractor's Legal Name: Intelligent Medical Objects, Inc. (IMO)

History of Contract: On January 19, 2017, the Board approved a new license agreement with IMO for the IMO Problem IT Terminology, IMO Procedure IT Surgical Scheduling, and IT IMO Procedure Surgical History software. The total term of this agreement is five (5) years, from February 1, 2017, through January 31, 2022, with a total approved cost of \$441,208.37.

Specific Type of Contract: Contract Amendment

Purpose: The purpose of the amendment is to remove the license for the IMO Procedure IT Surgical Scheduling product, remove the IT IMO Procedure Surgical History product, and add the IPL Product license. The IMO IPL Product enables clinicians to get a clinically-resonating overview of a patient, minimize redundant entries for patient complaints or problems already documented in the chart, and manage that list of problems more efficiently within an overall clinical context. This tool organizes a patient's problem list into a clearer, more clinically-oriented snapshot of the patient's overall condition. In addition, the amendment adds insurance and indemnification requirements for IMO.

Scope of Work: Under the agreement, IMO will provide the following:

- a non-exclusive, non-transferable license for the IMP Problem IT Terminology and the IPL Product,
- periodic updates to the licensed software, and
- implementation for the IMO Product license.

UMMC will:

- not copy, duplicate, redistribute, loan, rent, retransmit, publish, license, sublicense or otherwise transfer, or commercially exploit the service,
- not prepare derivative works of the service,
- not incorporate the service, in whole or part, in any system or work other than UMMC's Epic software,

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- not permit access to the service, or any portion thereof to any third party except the End-User,
- not reverse engineer, decompile, disassemble, decrypt, translate, alter, adapt or modify the service, in whole or part,
- not provide or permit access to output of the service to any third party except in connection with performing health care services for patients,
- not analyze or compare the service, or any portion thereof including, but not limited to any output of the service, with any third party content source, or any portion thereof, for the purposes of augmenting, adapting, or modifying any third party content source,
- submit annual the number of annual visits, and
- provide timely payment of all fees.

Term of Contract: The term of this amendment. is thirty (35) months, beginning March 1, 2019, and ending coterminously with the current agreement on January 31, 2022.

Termination Options: The agreement may be terminated as follows:

- by either party without cause provided sixty (60) days written notice is given to either party,
- either party may terminate this agreement upon written notice to the other in the event the other party breaches the agreement, and
- in the event that IMO becomes bankrupt, goes into receivership, has a trustee appointed to dissolve its assets, or merges with another entity, UMMC may terminate this agreement immediately, and is entitled to use the service for the remainder of the term, in the manner laid out in the agreement, without additional charge.

Contract Amount: There is no additional cost to the amended agreement. The total estimated cost of the amendment alone is \$95,682.00. However, with the removal of the IMO Procedure IT Surgical Scheduling and the IT IMO Procedure Surgical History products, the original approved amount of the agreement of \$441,208.37 remains able to absorb the cost of the amendment.

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

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Contractor Selection Process: IMO is the current vendor for UMMC.

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. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Intelligent Objects, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. UMMC – REQUEST FOR APPROVAL TO ENTER A PURCHASE AGREEMENT WITH MEDTRONIC USA, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Product Purchase Agreement with **Medtronic USA, Inc.** for the purchase of Transcatheter Aortic Valve Replacement (TAVR) products.

Contractor’s Legal Name: Medtronic USA, Inc. (Medtronic)

History of Contract: This is a new purchase agreement. UMMC has not previously purchased TAVR products from Medtronic. In November 2014, IHL approved a contract between UMMC and Edwards Lifesciences, LLC (Edwards) for the purchase of TAVR products, as well as subsequent amendments in August 2015, October 2016, January 2017, and March 2018. An additional TAVR agreement is requested at this time because Medtronic offers variations and sizes of TAVR products not offered by Edwards. Having multiple vendors available allows the physician the flexibility to select the best device for each patient, thus providing the best possible outcomes for patients.

Specific Type of Contract: Product Purchase Agreement

Purpose: The purpose of the agreement is to purchase TAVR products. TAVR devices are used in UMMC’s Adult Catheterization Lab to repair or replace the aortic valve in a patient’s heart when their aortic valve is not functioning properly.

Scope of Work: Under the agreement, Medtronic will:

- provide TAVR products at discounted pricing, and
- provide, at Medtronic’s expense, in-service training and off-site training on the use of its products.

Term of Contract: The term of the agreement is two (2) years, March 1, 2019 through February 28, 2021.

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

- if either immediately if either party becomes insolvent, files for bankruptcy, or has been debarred or excluded from participating in federal health care programs,
- by either party upon thirty (30) days after written notice of breach of the Agreement, unless the breach has been remedied within that thirty (30) day period,
- by either party upon sixty (60) days' notice of termination for any or no cause, and
- by either party if services cannot be provided for a period of thirty (30) consecutive days due to a force majeure event.

Contract Amount: The total estimated cost of the agreement over two (2) years is \$1,706,250.

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

Contractor Selection Process: The TAVR products qualify as clinical commodities under Miss Code Ann §31-7-1, which are exempted from procurement requirements under §31-7-13.

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. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Medtronic USA, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MOREDIRECT, INC. d/b/a CONNECTION**

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Memorandum of Understanding (MOU) with **MoreDirect, Inc. d/b/a Connection** (Connection) for maintenance and support services to be provided by Cisco Systems, Inc. (Cisco). This will allow Cisco to provide maintenance and technical support on hardware and software for UMMC's unified communication system. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC also requests a waiver to allow prepayment for three (3) years of maintenance.

Contractor's Legal Name: MoreDirect, Inc. d/b/a Connection

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History of Contract: This is a new MOU with Connection for Cisco to provide maintenance and technical support on UMMC's unified communication system. On April 19, 2018, the Board approved a Letter Agreement with Cisco for the purchase of the hardware and associated software for the unified communication system. The unified communication system includes voice, video, voicemail, and chat functionalities integrated into one (1) system, which replaced UMMC's aging Avaya phone system. Now that the hardware and associated software for the communication system have been installed, UMMC wishes to purchase support services for all of the hardware and software for three (3) years.

On October 17, 2017, UMMC executed the Master Service Agreement with Connection to establish the general business and legal terms for future documents such as this MOU between the parties. On August 16, 2018 the Board approved Amendment One (1) to the Master Service Agreement that added insurance requirements. On August 16, 2018, the Board also approved a MOU with Connection for support services for UMMC's existing network infrastructure, which is unrelated to the current request.

Specific Type of Contract: This is a new Memorandum of Understanding.

Purpose: The purpose of this MOU is to allow Cisco, through its reseller Connection, to provide maintenance and technical support service on the hardware and software for UMMC's unified communication system. Any failure of this equipment can directly influence the ability of UMMC to conduct daily operations.

Scope of Work: Under the MOU, Cisco will provide maintenance and technical support service to UMMC's network infrastructure. Cisco will:

- Provide 24x7 access to the Technical Assistance Center (TAC);
- Manage problems according to severity;
- Provide work-around solutions or patches to reported software problems using reasonable commercial efforts;
- Provide replacement parts for failed equipment; and
- Provide updates for software associated with the system.

Term of Contract: The term of the MOU is three (3) years, beginning March 1, 2019, and ending February 28, 2022. The Master Service Agreement was effective October 16, 2017 and continues for a total term of five (5) years, including all renewals.

Termination Options: The Master Service Agreement may be terminated as follows:

- By Connection for UMMC's failure to pay;
- By Connection if it is unable to furnish any parts or acquire technical data required to repair and/or service any item of computer hardware products, then Connection may cancel coverage for that item under the Agreement and will refund payment for the remaining days of coverage under the Agreement, on a pro rata basis;

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- By either party at any time if the other party breaches any material provision and fails within fourteen (14) days after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with diligence to completion;
- After the initial term, unless dates are otherwise designated for specific services, including subscription services, either party shall have the right to terminate without cause, without penalty, and without liability for any damages as a result of such termination at any time giving the other party at least thirty (30) days prior written notice of such termination; and
- In the event Connection fails to comply with the federal E-verify Program.

Contract Amount: The total cost of the agreement is \$1,539,364.24.

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

Contractor Selection Process: Connection is an approved vendor contracted with Vizient, one of UMMC's group purchasing organizations (GPO) pursuant to Miss. Code Ann. § 31-7-13(m)(x).

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. Legal Staff has reviewed the proposed Agreement between University of Mississippi Medical Center and MoreDirect, Inc. d/b/a Connection for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

10. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A REAL PROPERTY LEASE WITH TCP BLOCK 1 NORTH, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Real Property Lease (lease) with TCP Block 1 North, LLC (TCP) to lease approximately 5,424 square feet of clinical space located on the first floor at The Township at Colony Park, 201 Northlake Avenue, Ridgeland, Mississippi. The property is managed by Kerioth Corporation. The proposed lease will expand UMMC's existing footprint at this address. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC also requests a waiver to allow prepayment of rent on the first day of each month.

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Contractor's Legal Name: TCP Block 1 North, LLC

History of Contract: This is a new lease of space on the first floor at The Township at Colony Park. On February 15, 2018, the Board approved a five (5) year lease with TCP for approximately 5,382 square feet of clinic space on the second floor, which expires on February 28, 2023 and will cost an estimated \$976,569.73 over 5 years. UMMC's Face and Skin Center has been in operation on the second floor at this location since January 2008 and is currently utilized for dermatology specialties. Historically, the primary services performed at the clinic are facial plastic surgery, cosmetic dermatology, oculoplastic surgery, Mohs surgery, and general dermatology. The proposed space on the first floor is directly below UMMC's existing footprint on the second floor of the building. The proposed lease for clinic space on the first floor will allow for expansion of UMMC's Mohs Surgery Unit and provide a more efficient and effective clinic practice.

Specific Type of Contract: This is a new Real Property Lease.

Purpose: The purpose of the lease is lease approximately 5,424 square feet of clinic space located on the first floor at The Township at Colony Park, 201 Northlake Avenue, Ridgeland, Mississippi. The proposed space on the first floor is directly below UMMC's existing footprint on the second floor of the building. The clinic will be solely used by UMMC's faculty and staff and will be used for direct patient care. This particular clinic will be used to expand the Mohs Surgery Unit to provide a more efficient and effective clinic practice to improve the following: patient access, patient experience, provider productivity, as well as the educational experience for a new Mohs Surgery Fellow. In addition to providing new operating space for the Mohs Surgery Unit, the proposed 5,424 square feet will also include sufficient space for one (1) general dermatology provider to practice simultaneously with UMMC's Mohs Surgeon and Mohs Fellow.

Scope of Work: Under the lease, UMMC will reimburse TCP for its provision of maintenance, repair and upkeep of the property, including roof and foundation; payment of utilities; and property insurance. TCP will also repair and renovate the premises pursuant to UMMC's specifications.

UMMC is responsible for using the premises only for the practice of specialty medicine as required by the lease; maintaining the premises in a state of good condition; to make any minor repairs caused by and in the event of relocation; and timely payment of rent and operating expenses.

Term of Contract: The term of the agreement is sixty (60) months, beginning on the earlier of when UMMC takes possession of the premises for use or the date of substantial completion of construction/renovation work, which is estimated to be July 1, 2019, and estimated to end June 30, 2024.

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

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- by UMMC upon thirty (30) days' written notice in the event TCP fails to substantially complete the work within five (5) months following the scheduled commencement date;
- by UMMC upon thirty (30) days written notice should the premises be destroyed or rendered untenable and TCP either elects to not restore or is unable to restore the premises with ninety (90) days,
- by either party during the final year of the lease term should the premises be destroyed,
- in the event the premises is taken as a result of eminent domain or condemnation,
- by TCP for a default of the lease by UMMC,
- by TCP in the event of an unpermitted transfer of the premises by UMMC,
- by TCP in the event of an involuntary assignment of UMMC, and
- an inability to agree to renegotiated contract terms in the event a change in law occurs that materially restricts or prohibits the rights of either party or otherwise makes it desirable for the parties to renegotiate the agreement.

Contract Amount: The total estimated cost of the lease over the sixty (60) month term is \$1,407,701.71, including base rent, a pro rata share of operating expenses, and tenant improvement rent. Beginning in Year 2, UMMC has included an annual price increase of three percent (3%) for base rent and five percent (5%) for operating expenses.

Funding Source for Contract: The lease will be funded by patient revenue.

Contractor Selection Process: This location was selected based on its location and proximity to the existing Face and Skin Center space, as well as comparable rent rates.

Staff Recommendation: *Staff Recommendation: Based on Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than \$100,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between UMMC and TCP Block 1 North, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

11. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A LIBRARY DATABASE AND SUBSCRIPTION AND LICENSE AGREEMENT WITH UPTODATE, INC.**

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a library database subscription and license agreement with UpToDate, Inc. (UpToDate) for use of the *UpToDate Anywhere* database. The

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subscription and license agreement provides electronic access to the *UpToDate Anywhere* database, a clinical point-of-care tool used by UMMC clinicians and students both on and off campus.

Contractor's Legal Name: UpToDate, Inc.

History of Contract: On January 21, 2015, the Board approved a four (4) year agreement with UpToDate for the *UpToDate Anywhere* database. The term of the agreement began March 1, 2015 and will expire February 28, 2019. The total approved cost was \$1,160,819.40.

Specific Type of Contract: This is a new library database subscription agreement.

Purpose: The purpose of the agreement is to provide electronic access to the *UpToDate Anywhere* database, a clinical point-of-care tool used by UMMC clinicians and students both on and off campus. The agreement allows UMMC users the ability to access, search, browse, view and print information related to patient care in UpToDate. Authorized users include all students, faculty, staff, and researchers at UMMC.

Scope of Work: UpToDate will provide UMMC with 24/7 access to the database. Access will be provided via IP access to UMMC faculty, students and staff from both on-campus and off-campus.

Term of Contract: The term of the agreement is three (3) years, from March 1, 2019, through February 28, 2022.

Termination Options: The agreement may be terminated as follows:

- By UMMC if UpToDate materially breaches this agreement and such breach is not cured with 30 days of written notice;
- By UpToDate if UMMC or its authorized users breach this agreement and such breach is not cured within 30 days, or 15 days in the case of non-payment; and
- By UpToDate in the event of an intellectual property infringement claim made by a third party against UMMC.

Contract Amount: The total estimated cost of the agreement is \$1,192,361.30. UMMC has included in the total estimated cost a contingency of thirty percent (30%) of the three (3) year subscription costs to cover any potential increases in the number of sites, clinicians, or students/residents over the allotted amount.

Funding Source of Contract: This agreement will be funded by general funds.

Contractor Selection Process: *UpToDate Anywhere* is a clinical point-of-care tool that is proprietary to and offered only by UpToDate. The information represented in the

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UpToDate database is unique and contains distinct information not available from other subscription providers.

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. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and UpToDate, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

12. UMMC – REQUEST TO APPROVE ESTABLISHMENT OF A COMPANY

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval, pursuant to Miss. Code Ann. § 37-115-50.1, to establish a company for the purposes of participating, directly or indirectly, in joint purchasing arrangements, in joint ventures, joint operating agreements, or similar arrangements with community hospitals or other public or private health-related organizations, or with for-profit or nonprofit corporations or other organizations, and to establish arrangements for the academic medical center to participate in financial integration and/or clinical integration or clinically integrated networks with a joint venture with community hospitals or other public or private health-related organizations, or with other for-profit or nonprofit corporations or other organizations or through a joint operating agreement to further the mission of the institution. UMMC, by and through the Board, is seeking an opinion from the Office of the Mississippi Attorney General regarding the legal authority for the establishment and capitalization of said company. Approval of the establishment of the subject company is being requested contingent upon: 1) receipt of an official opinion of the Mississippi Attorney General approving of the formation of the company and 2) compliance with all requirements of a policy of the IHL Board planned for promulgation at a future meeting of the IHL Board, such future policy to establish the scope of the IHL Board's oversight.

Contractor's Legal Name: Not applicable

History of Contract: This is a new request to establish a company. During the 2017 legislative session, the Mississippi Legislature approved the Health Care Collaboration Act, which allows UMMC, upon approval of the Board, to directly or indirectly enter into joint ventures, among other allowable ventures. The establishment of the proposed company will allow UMMC, once the above stated conditions have been met, to indirectly enter into joint ventures to further the mission of the institution.

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Specific Type of Contract: Not applicable

Purpose: The immediate purpose of the company is to indirectly enter into joint-ventures to further the mission of the institution. Further, the purpose of such company may be to establish a company for the purposes of participating, directly or indirectly, in joint purchasing arrangements, in joint ventures, joint operating agreements, or similar arrangements with community hospitals or other public or private health-related organizations, or with for-profit or nonprofit corporations or other organizations, and to establish arrangements for the academic medical center to participate in financial integration and/or clinical integration or clinically integrated networks with a joint venture with community hospitals or other public or private health-related organizations, or with other for-profit or nonprofit corporations or other organizations or through a joint operating agreement to further the mission of the institution.

Scope of Work: Not applicable

Term of Contract: Not applicable

Termination Options: Not applicable

Contract Amount: Not applicable

Funding Source for Contract: Not applicable

Contractor Selection Process: Not applicable

Board Staff Recommendation: Board staff recommends approval of this item contingent upon 1) receipt of an official opinion of the Mississippi Attorney General approving of the formation of the company and 2) compliance with all requirements of a policy of the IHL Board planned for promulgation at a future meeting of the IHL Board, such future policy to establish the scope of the IHL Board's oversight.

13. USM – REQUEST FOR APPROVAL OF EXTENSION TO MASTER SERVICES AGREEMENT WITH HIGHER ONE, INC.

Agenda Item Request: The University of Southern Mississippi requests Board approval to extend usage of the Master Services Agreement with Higher One, Inc. for the CASHNet software modules used for electronic commerce and hosting and support for a period of five (5) additional years. We are requesting approval because we anticipate continued usage will exceed the \$250,000 IHL approval threshold.

Contractor's Legal Name: Higher One, Inc.

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History of Contract: USM issued RFP #36 in November 2011 for a university wide electronic commerce system. ITS issued a CP-1 #20110390 in March 2011 in the amount of \$700,000.00 for this RFP. The RFP was awarded to Higher One at the rate of \$31,300 annually which was far below the original estimated amount. As such, expenditures from fiscal year 2012 through fiscal year 2019 have totaled \$219,100. There have been three (3) amendments issued related to this contract.

Specific Type of Contract: Master Services Agreement.

Purpose: The purpose of the contract is to continue electronic commerce hosting services that provide both payment portal and payment gateway services. The existing vendor is PCI (Payment Card Industry) Compliant.

Scope of Work: This agreement is for the following software and services:

- CASHNet ePayment
- CASHNet eMarket Storefront
- CASHNet.com Administration
- Credit Card Interfaces
- ERP Connector
- Hosting
- Support and Licensing for all implemented products

Term of Contract: The terms of this Master Services Agreement are perpetual. The requested period of approval for this contract will be for five (5) years, beginning September 1, 2019, and ending August 31, 2024.

Termination Options: Termination options are as follows:

- The Master Services Agreement currently renews automatically at the agreed upon price unless either party gives written notice to the other at least thirty (30) days prior to the end of the License Term or relevant renewal term that it wants to terminate.
- Either party may terminate this Agreement for cause upon thirty (30) days' written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period. Upon any termination for cause by Customer, Higher One shall refund Customer any prepaid fees for the period after the date of termination.

Contract Amount: At the end of this five-year period, the total amount of expenditures under this contract will be \$375,600. The total amount for this five (5) year period will be \$156,500. This includes product licenses, hosting, and support costs.

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Funding Source for Contract: The contract will be funded with Education and General funds.

Contractor Selection Process: The vendor was selected via the University's standard RFP process. The RFP was published for two weeks. There were four (4) vendors that responded to the bid request. Two vendors were removed from consideration for not meeting requirements. Members of the review committee scored the remaining vendors based on requirements, costs, and references. Higher One was selected as the lowest cost provider that met the University's requirements.

Staff Recommendation: 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.* Legal Staff has reviewed the proposed Agreement between USM and Higher One, Inc. for compliance with applicable law and finds same to be acceptable. 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.

Board Policy §917, Naming of Buildings and Facilities

Board approval must be obtained prior to naming or re-naming any institutional building or facility. However, assigning generic names which are descriptive of the functions served by a building – such as “University Athletic Training Facility” or “Chemistry Building”— does not require Board approval, unless the building has an existing non-generic name which is to be changed or modified. Board approval must also be obtained prior to naming or re-naming any building or facility built on university property leased to a university affiliated entity, a private developer or any other individual or entity.

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Board Policy §919, Pre-requisites for Building Modification or Demolition

Prior to scheduling a building on an institution’s property for restoration, improvement, construction, repair, renovation, rehabilitation, demolition or similar work, the institution shall secure an inspection and approval from the Mississippi Department of Environmental Quality and a permit or written permission from the Mississippi Department of Archives and History authorizing the requested building action. After obtaining approval from these two agencies, a request for the building modification or demolition shall be submitted to the Board for approval. The request to the Board must include documentation evidencing approval by the Department of Environmental Quality and the Department of Archives and History.

APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS

IHL PROJECTS

1. UM – IHL 207-449 – Lyceum Exterior Window Restoration

Project Request: The University of Mississippi requests approval to initiate a project, Lyceum Exterior Window Restoration, and to appoint Eley Guild Hardy Architects, P.A. as the design professional.

Proposed Project Professional: Eley Guild Hardy Architects, P.A.

Selection Method: The project budget is not anticipated to exceed \$3M therefore the university is not required to use the RFQ method for the selection of the design professional.

Purpose: The University of Mississippi is seeking to initiate the project and appoint the design professional as required by Board Policy. This will allow the university to proceed with the design phase of the project.

Project Scope: Begun July 14, 1846, and completed in 1848, the Lyceum is the sole survivor of the five original campus buildings. The building was lengthened in 1858, two flanking wings added in 1903, and the west facade in 1923. The entire building was renovated from 1998-2000. It currently serves as the principal administration building.

This project includes window restoration and associated minor envelope repairs in accordance with Mississippi Department of Archives and History requirements for a Mississippi Landmark. The initial project budget did not require IHL approval. A recent pre-qualified bid result unexpectedly exceeded \$1 million, prompting further

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evaluation of the project scope and value of work. The resulting project budget requires project initiation to re-issue the project.

The University of Mississippi is seeking to initiate the project and appoint the design professional in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: February 21, 2019

Date of Original Construction: 1846

Date of Last Renovation: 1998-2000

Proposed Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 1,399,500.00
Architectural and Engineering Fees:	117,984.00
Misc. Project Costs:	49,119.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>158,397.00</u>
Total Project Budget	\$ 1,725,000.00

Proposed Funding Source(s): Internal R&R (\$1,725,000)

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

2. USM – IHL 208-238 – Pinehaven Apartments Demolition

Project Request: The University of Southern Mississippi requests approval to initiate a project, Pinehaven Apartments Demolition, and to appoint Perkins & Williamson Architecture, PLLC as the design professional. In addition, USM requests approval to demolish and delete from inventory up to nine (9) Pinehaven apartment buildings.

Proposed Project Professional: Perkins & Williamson Architecture, PLLC

Selection Method: The project budget is not anticipated to exceed \$3M therefore the university is not required to use the RFQ method for the selection of the design professional.

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Purpose: The University of Southern Mississippi is seeking to initiate the project and appoint the design professional as well as required by Board Policy. This in conjunction with approval to demolish up to 9 Pinehaven apartment buildings will allow the university to proceed with the demolition project.

Project Scope: The project involves demolishing and removing up to nine (9) buildings of the Pinehaven Apartments. Once removed, select fill dirt will be placed on the site and grass will be planted.

The University of Southern Mississippi is seeking to initiate the project and appoint the design professional in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the Office of Real Estate and Facilities. The University of Southern Mississippi is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

Project Initiation Date: February 21, 2019

Date of Original Construction: 1960

Date of Last Renovation: 1991

Proposed Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 1,243,698.78
Architectural and Engineering Fees:	85,705.97
Misc. Project Costs:	22,400.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>63,195.25</u>
Total Project Budget	\$ 1,415,000.00

Proposed Funding Source(s): Designated Fund Reserves – [Internal Fund for University Projects] (\$1,415,000)

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

BUREAU OF BUILDING PROJECTS

3. UM – GS 107-308 – Student Union Addition and Renovation

Project Request: The University of Mississippi requests approval to increase the budget for the Student Union Addition and Renovation project. The budget will increase from \$60,900,000.00 to \$61,650,000.00, for an increase of \$750,000.00. The funding sources will remain the same.

Current Project Phase: Design Phase

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

General Contractor: Roy Anderson Corp.

Prior Budget Increases: The project was initiated with the Board in August of 2011 with a project budget of \$50,000,000.00. The Board approved a budget increase in April of 2015 from \$50,000,000 to \$58,900,000 due to a high bid result. The Board also approved a budget increase in March of 2018 from \$58,900,000 to \$60,900,000 due to latent conditions encountered during the renovation. This is the third budget escalation request made for this project by the university.

Purpose/Justification: The University of Mississippi is seeking to increase to budget to supplement furniture and technology budgets impacted by latent conditions encountered during the renovation.

Project Scope: The existing 100,000 square foot Ole Miss Student Union has served as the center of campus life since opening in 1977. Student enrollment has since more than doubled resulting in a building that is overused and outdated. To provide better service to the student population, the project reconfigures the Student Union with an addition to increase available space and a full renovation of the existing space.

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/scope to the Board for approval.

Project Initiation Date: August 17, 2011

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Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 48,556,038.00	\$ 50,173,325.00	\$ 1,617,287.00
Architectural and Engineering Fees	\$ 4,244,017.00	\$ 4,281,566.00	\$ 37,549.00
Miscellaneous Project Costs	\$ 1,112,257.00	\$ 1,120,619.00	\$ 8,362.00
Furniture & Equipment Costs	\$ 4,617,084.00	\$ 4,917,084.00	\$ 300,000.00
Contingency	\$ 2,370,604.00	\$ 1,157,406.00	\$ (1,213,198.00)
Total Project Budget	\$ 60,900,000.00	\$ 61,650,000.00	\$ 750,000.00

Proposed Funding Source(s): SB 3100, Laws of 2011 (\$9,963,792); Internal R&R (\$38,421,602); SB 3100, Laws of 2011 (\$482,981); SB 2913, Laws of 2013 (\$2,088,425); Auxiliary Vendor Payments (\$1,500,000); Private Gifts (\$551,200); Student Capital Improvement Fee (\$8,642,000)

Staff Recommendation: Board staff recommends approval of this item.

4. UM – GS 107-317 – Johnson Commons East Renovation

Project Request: The University of Mississippi requests approval to increase the budget for the Johnson Commons East Renovation project. The budget will increase from \$8,300,000.00 to \$8,745,000.00, for an increase of \$445,000.00. The funding sources will remain the same.

Current Project Phase: Design Phase

Design Professional: Belinda Stewart Architects, P.A.

General Contractor: Legacy Construction Services

Prior Budget Increases: The project was initiated with the Board in November of 2012 with a project budget of \$6,400,000.00. The Board approved a budget increase in April of 2014 from \$6,400,000 to \$7,600,000 to accommodate an addition to the original scope. The Board also approved a budget increase in September of 2016 from

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\$7,600,000 to \$8,300,000 to also accommodate an addition to the project scope. This is the third budget escalation request made for this project by the university.

Purpose/Justification: The University of Mississippi is seeking to increase to budget to address unforeseen conditions that must be addressed during construction.

Project Scope: Johnson Commons East is a 28,073 square foot, 2-story concrete and masonry structure built in 1929. The lower floor of the building is approximately 60% under grade and has subterranean foundation walls. Prior to this project, declining building conditions required occupants on the lower level of the building to be relocated due to excessive moisture infiltration through the foundation walls and beneath the slab. The building is currently unoccupied.

The scope of work includes correcting the building envelope (foundation walls, exterior walls, roof, slab, etc.), correcting the perimeter site drainage, renovation of the interior building spaces, new building HVAC systems, new electrical systems, new plumbing systems, and new communication systems to accommodate new building occupants upon the completion of the Johnson Commons Renovation projects.

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/scope to the Board for approval.

Project Initiation Date: November 15, 2012

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 6,620,951.00	\$ 7,051,254.00	\$ 430,303.00
Architectural and Engineering Fees	\$ 545,589.30	\$ 589,984.00	\$ 44,394.70
Miscellaneous Project Costs	\$ 320,870.09	\$ 390,944.00	\$ 70,073.91
Furniture & Equipment Costs	\$ 400,000.00	\$ 589,502.00	\$ 189,502.00
Contingency	\$ 412,589.61	\$ 123,316.00	\$ (289,273.61)
Total Project Budget	\$ 8,300,000.00	\$ 8,745,000.00	\$ 445,000.00

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Proposed Funding Source(s): SB 2906, Laws of 2015 (\$7,600,000); Internal R&R (\$1,145,000)

Staff Recommendation: Board staff recommends approval of this item.

IHL PROJECTS

5. MSU – IHL 205-289 – Bulldog Way

Project Request: Mississippi State University requests approval to increase the budget for the project. The budget will increase from \$1,400,000.00 to \$10,000,000.00, for an increase of \$8,400,000.00. In addition, MSU also requests to add MSU funding as a funding source to the project in the amount of \$1,600,000. The remaining \$8,400,000 will be funded with Federal Highway Administration funds.

Current Project Phase: Design Phase

Design Professional: Pickering Firm, Inc.

General Contractor: TBD

Prior Budget Modifications: The project was initiated with the Board in February of 2018 with a project budget of \$1,400,000.00. This is the first budget modification request made for this project by the university.

Purpose/Justification: Mississippi State University is seeking to increase the budget to allow for the construction of Bulldog Way. The project was initiated with funding and a budget for design of the road only. Funding is now in place to construct the road. The new budget reflects the funding for construction.

Project Scope: This project will construct a new road on the east side of campus. The project will consist of a roadway, sidewalks, lighting, and any other amenities for a complete and functional road.

Mississippi State University is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget modifications and changes in funding sources/scope to the Board for approval.

Project Initiation Date: February 15, 2018

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Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 0.00	\$ 7,500,000.00	\$ 7,500,000.00
Architectural and Engineering Fees	\$ 450,000.00	\$ 750,000.00	\$ 300,000.00
Miscellaneous Project Costs	\$ 950,000.00	\$ 950,000.00	\$ 0.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 0.00	\$ 800,000.00	\$ 800,000.00
Total Project Budget	\$ 1,400,000.00	\$ 10,000,000.00	\$ 8,600,000.00

Proposed Funding Source(s): Internal R&R Funds (\$1,600,000); Federal Highway Administration (\$8,400,000)

Staff Recommendation: Board staff recommends approval of this item.

APPROVAL OF OTHER REAL ESTATE REQUESTS

6. UMMC – IHL 209-561 – Campus HVAC Upgrades (Sole Source)

Project Request: The University of Mississippi Medical Center requests approval to Sole Source the HVAC Controls portion of the Campus HVAC Upgrades project.

Design Professional: Engineering Resource Group

Selection Method: The project budget exceeds \$3M so the university used the RFQ method for the selection of the design professional.

Purpose: The University of Mississippi Medical Center is requesting approval to sole source the HVAC Controls portion of this renovation project as an extension of the existing Johnson Controls system. Funds are provided within the construction project budget.

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Project Scope: This project will replace the air handler serving the existing main operating rooms

Sole Source Justification: UMC feels it to be in their best interest to extend the existing Johnson Controls System as a sole source to insure the operational integrity of the existing building system. The estimated value of the existing Johnson Controls EMCS is approximately \$765,000. The probable cost of the project EMCS modifications is \$136,000 for a 17.8% modification. According to IHL and Bureau of Building EMCS procurement protocol for existing systems, the EMCS can and should be procured by single source procurement since the portion of the new controls is less than 25% of the existing controls system as long as approval is obtained prior to bidding.

Project Initiation Date: October 19, 2017

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 4,771,000.00
Architectural and Engineering Fees:	345,041.00
Misc. Project Costs:	31,500.00
Furniture & Equipment Costs:	0.00
Contingency:	429,459.00
 Total Project Budget	 \$ 5,577,000.00

Funding Source(s): UMMC SSA [Shared Services Account] – Building Improvement Funds (\$5,577,000)

Staff Recommendation: The Attorney General’s Office has reviewed and approved this item. Board staff recommends approval of this item.

7. USM – Delete from Inventory and Demolish – Building #898 – 108 N35th Avenue, Hattiesburg, Mississippi

Project Request: The University of Southern Mississippi requests approval to delete from inventory and demolish Building #898 located at 108 N35th Avenue in Hattiesburg, Mississippi.

Justification: This building is a residence that USM purchased in August of 2017. The property borders existing university property and the university desires to demolish the residence on the property to allow for future expansion and/or parking.

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The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the Office of Real Estate and Facilities. The University of Southern Mississippi is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

Staff Recommendation: Board staff recommends approval of this item.

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LEGAL
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1. MSU – APPROVAL TO MODIFY CONTRACT WITH JONES WALKER, LLP AS OUTSIDE COUNSEL

Mississippi State University requests approval to modify a contract with Jones Walker, LLP, to perform services necessary in assisting and advising the University on legal issues concerning review of strategic financing options, tax exempt bond arbitrage, and rebate compliance and the use of bond financed building and other matters relating to bond issues. This contract originated February 18, 2015, renewed by Modifications 1-3, extending the term for one (1) year at each renewal, with Modification 3 extending through February 17, 2019. Modification #4 will extend the term for one (1) year, or through February 17, 2020. The firm provides legal representation on an hourly rate of \$165.00 for Special Counsel, \$225.00 for Partner, and \$60.00 for paralegals. The total amount payable during the extension period shall not exceed \$50,000. All other provisions of the Contractual Agreement for Legal Services dated February 18, 2015 shall remain in effect. This firm carries professional liability insurance coverage in the amount of \$50,000,000 per claim with an annual aggregate of \$100,000,000. This Modification has been approved by the Office of Attorney General.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

2. UMMC - APPROVAL TO MODIFY A CONTRACT WITH WATKINS & EAGER, PLLC, AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to modify a contract with Watkins & Eager, PLLC to increase the rate being paid to the primary counsel handling Medical Center matters. The term of this contract is July 1, 2018 through June 30, 2019. The hourly rate for attorney William C. Smith, III is being increased to \$240.00 per hour. The hourly rate for Walter J. Brand will remain \$165.00 per hour. The maximum amount payable under this contract term will remain unchanged at \$350,000 as will all other terms of the contract approved by the Board in June 2018. This firm carries professional liability insurance coverage in the amount of \$10,000,000 per claim with an annual aggregate of \$10,000,000. This Modification has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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APPROVAL OF PERSONNEL ACTION REQUESTS

1. **Sabbatical**

Mississippi University for Women

Valentin M. Bogdan; Associate Professor of Music; *from* salary \$49,500 per annum, pro rata; E&G Funds; 9-month contract; *to* \$24,750 for sabbatical period; E&G Funds; effective August 19, 2019 to December 31, 2019; professional development

University of Mississippi

Heather Allen; Associate Professor of Spanish; *from* salary \$65,281 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$32,641 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development

Kim Beason; Professor of Sport and Recreation Administration; *from* salary \$93,248 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$46,624 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

Lindy Brady; Assistant Professor of English; *from* salary \$68,332 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$34,166 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)

Qingying Bu; Professor of Mathematics; *from* salary \$89,352 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$44,676 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Richard Buchholz; Associate Professor of Biology; *from* salary \$79,841 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$39,921 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Ginny Chavis; Professor of Art and Art History; *from* salary \$111,987 per annum, pro rata; E&G Funds; 12-month contract; *to* salary \$41,995 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Mark Chen; Professor of Public Policy; *from* salary \$135,065 per annum, pro rata; E&G Funds; 12-month contract; *to* salary \$50,649 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Betty Crouther; Associate Professor of Art; *from* salary \$67,054 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$33,527 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

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Lainy Day; Associate Professor of Biology; *from* salary \$76,701 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$38,351 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Simone Delerme; Assistant Professor of Anthropology; *from* salary \$61,100 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$30,550 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development (Contingent on being awarded tenure by July 1.)

Adam Estes; Assistant Professor of Music; *from* salary \$56,504 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$28,252 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)

Jennifer Ford; Head of Archives and Special Collections and Professor; *from* salary \$85,210 per annum, pro rata; E&G Funds; 12-month contract; *to* salary \$31,954 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Carolyn Freiwald; Assistant Professor of Anthropology; *from* salary \$61,370 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$30,685 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development (Contingent on being awarded tenure by July 1.)

Shennette Garrett-Scott; Assistant Professor of History and African American Studies; *from* salary \$64,225 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$32,113 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)

Vanessa Gregory; Assistant Professor of Journalism Instruction; *from* salary \$71,000 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$35,500 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)

Mary Hayes; Associate Professor of English; *from* salary \$71,383 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$35,692 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

Byunghyun Jang; Associate Professor of Computer and Information Science; *from* salary \$99,751 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$49,876 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

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Brad Jones; Associate Professor of Biology; *from* salary \$76,668 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$38,334 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

Cynthia Joyce; Associate Professor of Journalism; *from* salary \$90,300 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$45,150 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Linda Keena; Associate Professor of Legal Studies; *from* salary \$82,647 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$41,324 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Rob Kroeger; Professor of Physics and Astronomy; *from* salary \$97,867 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$48,934 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

Cecille Labuda; Associate Professor of Physics; *from* salary \$75,598 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$37,799 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Fei Lan; Associate Professor of Religion; *from* salary \$63,199 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$31,600 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

Marc Lerner; Associate Professor of History; *from* salary \$74,221 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$37,111 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development

John Lobur; Associate Professor of Classics; *from* salary \$68,217 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$34,109 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development

Martial Longla; Assistant Professor of Mathematics; *from* salary \$68,105 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$34,053 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)

Daniell Mattern; Professor of Chemistry and Biochemistry; *from* salary \$104,945 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$52,473 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

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Marcos Mendoza; Assistant Professor of Anthropology; *from* salary \$59,017 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$29,509 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)

Maureen Meyers; Assistant Professor of Anthropology; *from* salary \$61,387 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$30,694 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)

Sarah Moses; Associate Professor of Religion; *from* salary \$66,606 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$33,303 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Dale Nagle; Professor of Pharmacognosy; *from* salary \$140,205 per annum, pro rata; E&G Funds; 12-month contract; *to* salary \$52,577 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Larry Pittman; Professor of Law; *from* salary \$160,881 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$80,441 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

Mary Roseman; Professor of Nutrition and Hospitality Management; *from* salary \$104,123 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$52,062 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

Bashir Salau; Associate Professor of History; *from* salary \$76,635 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$38,318 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

Chris Sapp; Associate Professor of German; *from* salary \$67,714 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$33,857 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development

Adam Smith; Associate Professor of Chemical Engineering; *from* salary \$103,255 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$51,628 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

Gregory Snyder; Associate Professor of Communication Sciences and Disorders; *from* salary \$81,738 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$40,869 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

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James Taylor; Associate Professor of Nutrition and Hospitality Management; *from* salary \$75,280 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$37,640 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

James M. Thomas; Assistant Professor of Sociology and Anthropology; *from* salary \$62,638 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$31,319 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020, and August 22, 2020 (or start of contract; date) to December 31, 2020; professional development (Contingent on being awarded tenure by July 1.)

Ian Whittington; Assistant Professor of English; *from* salary \$65,800 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$32,900 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
February 21, 2019**

1. STATE – APPROVAL OF NEW ACADEMIC PROGRAMS

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

a. *Delta State University(DSU)* requests permission to offer the **Master of Fine Arts** in **Integrated Visual Arts** degree.

- **CIP:** 50.0706
- **Hours to Degree:** 60
- **State Need:** According to Mississippi Today, one reason for a decline in Millennials is a lack of opportunity in the state. The Integrated Visual Arts degree will provide multiple job opportunities, including teaching at institutions of higher learning. The low-residency aspect of the program makes it attractive to working professionals.
- **Employment:** The Arts and Cultural Production is the fourth largest industry in the state. Data indicates there are over 26,000 employment opportunities in the Arts and Cultural Production, which is the fourth largest employer in Mississippi and ranked 37th across the country, with \$1.2 billion in total annual compensation for workers in this industry.
- **Funding:** The incremental, six-year cost of implementation is estimated at \$301,192. Funding will be provided through existing resources and tuition costs. The program has the potential to result in \$1,002,078 to \$1,305,738 of new revenue to the University over the first six years.
- **Enrollment:** An estimate of 53 students are projected to enroll over a six-year period, with a total of 33 students expected to graduate within the first six years.
- **Earning Potential:** The average compensation per wage-and-salary job in Mississippi’s Arts and Cultural Production Satellite Account (ACPSA) is \$44,895. The national average of compensation for workers in Arts and Cultural Production is \$70,803 annually.
- **Duplication:** No other state institution offers an MFA in Integrated Visual Arts.

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b. *Mississippi State University (MSU)* requests permission to offer the **Bachelor of Science** in **Cybersecurity** degree.

- **CIP**: 11.1003
- **Hours to Degree**: 128 credit hours (124 exemption established for Engineering)
- **State Need**: Mississippi has long been a leader in providing cyber security talent for the national workforce. A survey conducted by HP in 2014 and ranked Mississippi State University (MSU) at third in the nation for providing cyber trained personnel. MSU has been designated a Center for Academic Excellence (CAE) for Cyber Defense Education since 2001, a CAE for Cyber Defense Research since 2008, and a CAE for Cyber Operations since 2013. If MSU wants to continue to lead in this critical area, this degree program is essential to making that happen.
- **Employment**: Data provided by the Career Center at Mississippi State University has shown over 100 vacancies in May 2016 related to cyber security in Mississippi, Alabama, and Louisiana.
- **Potential Earnings Range**: \$56,000 - \$70,000 annually
- **Funding**: The incremental, six-year cost of implementation is estimated at \$2,906,553. Funding will come from currently existing educational and general funds and enrollment revenue. The program has the potential to result in \$4,022,161 of new revenue to the University over the first six years.
- **Enrollment**: An estimate of 200 students is projected to enroll with a total of 130 students expected to graduate within the 1st six years.
- **Duplication**: No other public institution in Mississippi offer a similar degree.

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ACADEMIC AFFAIRS
February 21, 2019**

c. *Mississippi University for Women (MUW)* requests permission to offer the *Bachelor of Science* in *Early Childhood Development* degree.

- **CIP:** 19.0706
- **Hours to Degree:** 120
- **State Need:** In December 2016 the Mississippi Department of Human Services (MDHS) and the State Early Childhood Advisory Council of Mississippi (SECAC) published plans for early childhood services throughout Mississippi. These plans recommended that licensed early childhood centers receive the designation of “Standard” or “Comprehensive” center to receive funds that pay for childcare through payment plan vouchers. The BS in Early Childhood Development would allow centers to earn a “Comprehensive” rating and earn more money per child when they make the investment of hiring well-educated staff. The program will help early childhood professionals with the two-year associate degree in Early Childhood Education earn an education bachelor’s degree and become employed as preschool teachers at centers with the “Comprehensive” designation.
- **Employment:** The Mississippi Department of Employment Security expects an 8.3% statewide job growth rate in the field of early childhood education in the period leading up to 2024. Growth is projected to be even higher in metropolitan areas.
- **Funding:** The incremental, six-year cost of implementation is estimated at \$28,497. No additional MUW courses will be needed to implement the program, and enrollment growth over the first six years is not anticipated to require additional faculty. The program has the potential to result in \$315,503 of new revenue to the University over the first six years.
- **Enrollment:** An estimate of 86 students are projected to enroll over a six-year period, with a total of 49 students expected to graduate within the first six years.
- **Earning Potential:** The annual salary range in Mississippi, depending on experience and education level ranges from \$16,940 to \$54,640.
- **Duplication:** There are no other institutions in Mississippi with a similar program accepting career technology credit as a part of a major in early childhood education.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
February 21, 2019**

d. *University of Mississippi (UM)* requests permission to offer the *Bachelor of Science (BSCpE)* in *Computer Engineering* degree.

- **CIP:** 14.0901
- **Hours to Degree:** 126 (124 exemption established for Engineering)
- **State Need:** Enrollment data for BS Computer Engineering (BSCpE) students in Southeastern United States universities shows a steady demand for offering of such a program. At UM, nearly 40% of the Electrical Engineering students have chosen computer engineering emphasis in the past six years.
- **Employment:** The projected job outlook over 2016-2026 period for the computer hardware engineers is 5% growth, which is about average among all occupations. Computer engineers would be able to market themselves in the interface areas of computer engineering and computer science.
- **Funding:** The program will be a collaboration between two departments at the University. This will require very minimal additional resources that will be internally provided by the University. The upside of this is the enrollment of additional students from the region with very minimal additional cost. The program has the potential to result in \$3,405,987 of new revenue to the University over the first six years.
- **Enrollment:** An estimate of 130 students are projected to enroll over a six-year period, with a total of 53 students expected to graduate within the first six years.
- **Earning Potential:** According to recent Bureau of Labor Statistics data, the median annual pay of \$115,120 for computer engineers is among the highest in all engineering fields.
- **Duplication:** Jackson State University, Mississippi State University, and University of Southern Mississippi offer similar programs.

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- e. *University of Mississippi Medical Center (UMMC)* requests permission to offer the *Doctorate of Audiology (AuD)* degree.
- **CIP:** 51.0202
 - **Hours to Degree:** 60
 - **State Need:** Within the state of Mississippi, there is a deficit of only 4.5 certified audiologists per 100,000 residents. The proposed program will address the issue of service demands and contribute to the economic growth of the state by contributing additional providers. In addition, the program will provide additional opportunity for students in the state to pursue degrees in Mississippi rather than outside of the state.
 - **Employment:** The Bureau of Labor Statistics anticipates a 21% increase in the need for audiologists through the year 2026 due, in part, to the aging baby-boomer population. Hearing loss is reported as the third most common chronic condition among adults over age 65 while balance and dizziness complaints are reported in over 50% of older adults. The aging population and the high incidence of premature births in the state are factors for the increasing need for audiological services.
 - **Funding:** The incremental, six-year cost of implementation is estimated at \$1,127,375. Funding will be provided through tuition dollars and state appropriations allocated for education. The program has the potential to result in \$1,237,987 of new revenue to the University over the first six years.
 - **Enrollment:** An estimate of 36 students are projected to enroll over a six-year period, with a total of 14 students expected to graduate within the first six years.
 - **Earning Potential:** The Bureau of Labor Statistics provides a salary range of \$72,890 - \$81,960 for this occupation.
 - **Duplication:** University of Southern Mississippi offers a similar program.

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f. *Mississippi College (MC)* requests permission to offer the *Master of Science in Nursing – Clinical Nurse Leader* degree.

- **CIP:** 51.3899
- **Hours to Degree:** 33
- **State Need:** The average nurse faculty age is 52 years; unfilled vacancies in the state are an indication of the difficulties faced to recruit and retain high quality and experienced faculty. Shortage of faculty is the primary obstacle to expanding the nation’s nursing and educational workforce to meet the care demands of our population. The Clinical Nurse Leader degree will provide nurses to support needed growth of the nursing profession within our state.
- **Employment:** Registered Nurse employment data from the Bureau of Labor Statistics (May 2017), reports an overall employment of 28,760 RNs, despite having 48,907 nurses maintaining current licensure in the state of Mississippi (National Council State Board of Nursing, 2017). According to a survey conducted to support the need for the program, there is support for the hiring of Masters’ prepared nurses with both a direct clinical care component and a non-clinical care component.
- **Funding:** The incremental, six-year cost of implementation is estimated at \$1,867,624. Funding will be provided through revenue acquired through tuition dollars. The program has the potential to result in \$4,848,120 of new revenue to Mississippi College over the first six years.
- **Enrollment:** An estimate of 240 students are projected to enroll over a six-year period, with a total of 184 students expected to graduate within the first six years.
- **Earning Potential:** The Bureau of Labor Statistics provides a national median annual salary of \$84,000 for this occupation.
- **Duplication:** The Clinical Nurse Leader track is not currently offered in the state of Mississippi.

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
February 21, 2019**

2. SYSTEM – APPROVAL FOR FIRST READING PROPOSED AMENDMENT TO BOARD POLICY 600 SECTION B – STUDENT AFFAIRS AND ADMISSIONS; SUBSECTION 602B

Board approval for first reading is requested for a proposed amendment to Board Policy Approval for First Reading for Board Policy 602 – Section B Freshman Admission Requirement for University System Institutions to realign policy with the original intent of the Board, as presented in the October 1995 minutes.

602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

B. FULL ADMISSION

Full admission will be granted to the following:

- (1) All students completing the College Preparatory Curriculum (CPC) with a minimum of a 3.20 high school grade point average (GPA) on the CPC; or
- (2) All students completing the College Preparatory Curriculum (CPC) with a minimum of a 2.50 high school GPA on the CPC or a class rank in the top 50%, and (b) a score of 16 or higher on the ACT (Composite); or
- (3) All students completing the College Preparatory Curriculum (CPC) with (a) a minimum of a 2.00 high school GPA on the CPC and (b) a score of 18 or higher on the ACT (Composite); or
- (4) All students satisfying the NCAA Division I standards for student athletes who are “full-qualifiers” or “academic redshirts” ~~are accepted as equivalent to the admission standards established by the Board.~~

In lieu of ACT scores, students may submit equivalent SAT scores. Students scoring below 16 on the ACT (Composite) or the equivalent SAT are encouraged to participate in the Year-Long Academic Support Program during their freshman year.

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
FEBRUARY 21, 2019**

**1. UMMC – APPROVAL TO SETTLE IHL SELF-INSURED WORKERS’
COMPENSATION CLAIMS**

The IHL Self-Insured Workers’ Compensation Program is seeking Board approval for settlement of Claim Nos. 55-37138-1 and 55-39432-1 for the University of Mississippi Medical Center.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
February 21, 2019
Page 1 of 1**

1. **SYSTEM – DISCUSSION OF THE ELECTION OF VICE PRESIDENT OF THE BOARD OF TRUSTEES FOR THE TERM BEGINNING MAY 8, 2019**

Pursuant to Board Policy 301.02 Election of Officers, a new Vice President of the Board shall be elected to take office on May 8, 2019 unless the Board chooses to postpone the election. Applicable Board policies regarding the terms of officers and the election of officers are shown below:

301.01 OFFICERS OF THE BOARD

A. PRESIDENT:

There shall be a president elected by the Board from its membership. A class of Trustees shall consist of those Trustees who take office on the same date, or those whose terms as trustees end on the same date. A member of a class may serve more than one term, if elected. The length of a term shall be one year. The president of the Board may not immediately succeed himself/herself as president after having served a full term. The president of the Board shall preside at all meetings of the Board; he or she shall be an ex officio member of all standing and special committees; he or she shall, with the Commissioner, execute such instruments and contracts as may be ordered by the Board; he or she shall perform such duties as usually pertain to this office and such other duties as may be assigned by the Board; and he or she shall be governed in his action by the usual parliamentary procedure. When the presiding officer has voted and the result is a tie, he cannot vote again to break the tie.

B. VICE PRESIDENT:

There shall be a vice president elected by the Board from its membership. A vice president shall serve until completion of the term of the president that the vice president will succeed. The vice president shall preside at meetings of the Board in the absence or disability of the president.

The vice president of the Board shall automatically succeed to the office of president after having served a term as vice president.

The vice president shall become president upon the resignation, removal, death or incapacity of the president.

301.02 ELECTION OF OFFICERS

The Board of Trustees shall elect its officers at the meeting of the Board held three months before new officers are to take office, unless no meeting is held during that month. However, the Board may vote, if it so chooses, to hold the election of officers at another meeting of the Board.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
ACADEMIC AFFAIRS
INFORMATION AGENDA
February 21, 2019**

1. SYSTEM – 2019 HEADWAE HONOREES

The Higher Education Appreciation Day, Working for Academic Excellence (HEADWAE) was established by the Mississippi Legislature to honor academically talented students and faculty members of Mississippi's higher education institutions who have made outstanding contributions in promoting academic excellence. The HEADWAE recipients will be honored on February 26, 2019 at the Jackson Marriott. System honorees for 2019 are listed below.

INSTITUTION	STUDENT HONOREE	FACULTY HONOREE
ASU	Coranisha Warren	Robert Carlen Sizemore
DSU	Charles Eugene King	Jonathan Edward Westfall
JSU	Malik Nelson	Nicholas John Hill
MSU	Mayah Emerson	James Andrew Dunne
MUW	Demyia Roseana Graham	Dee Anne Larson
MVSU	Donovan Brownlee	Micah Rueber
UM	Edward Elam Miller	Ann Elizabeth Monroe
UMMC	Megan Poirrier Ladner	Shamsi Daneshvari Berry
USM	Corai E. Jackson	Davin J.Wallace

2. SYSTEM – 2017 ANNUAL PERFORMANCE REPORT FOR MISSISSIPPI EDUCATOR PREPARATION PROGRAMS

Educator Preparation Program	ASU	DSU	JSU	MSU	MUW	MVSU	UM	USM
Year NCATE/CAEP Accreditation Achieved	2015	2015	2016	2015	2013	2015	2015	2012
Year of Next CAEP Accreditation Visit	Fall 2021	Fall 2021	Fall 2022	Spring 2022	Fall 2019	Fall 2020	Spring 2022	Spring 2020
2016-17 Traditional Program Completers	10	53	22	234	30	5	214	231
2016-17 Alt. Route Program Completers	8	10	41	68	4	6	19	4
Institution Totals	18	63	63	302	34	11	233	235
Traditional Program:								799
Alternate Route Programs:								160
Total Program Completers 2016-2017:								959

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
FINANCE
FEBRUARY 21, 2019**

1. **MVSU – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES PURCHASE AGREEMENT WITH MYTHICS, INC.**

The following document represents the approval of MS-ITS for Mississippi Valley State University (MVSU) to acquire Oracle software and services. The Attorney General's staff assigned to MS-ITS reviewed the agreement prior to execution. The Purchase Agreement is between Mythics, Inc. and MS-ITS on behalf of MVSU.

See Exhibit 1

Exhibit 1

**PROJECT NUMBER 44363
PURCHASE AGREEMENT
BETWEEN
MYTHICS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI VALLEY STATE UNIVERSITY**

This Purchase Agreement (hereinafter referred to as "Agreement") is entered into by and between Mythics, Inc., a Virginia corporation having its principal place of business at 4525 Main Street, Suite 1500, Virginia Beach, Virginia 23462 (hereinafter referred to as "Seller"), 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 Mississippi Valley State University located at 14000 Highway 82 West, Itta Bena, Mississippi 38941 (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State".

WHEREAS, Purchaser, pursuant to Letter of Configuration Number 44363 dated September 11, 2018 (hereinafter referred to as "LOC"), based on General Request for Proposals ("RFP") No. 3849, requested proposals for the acquisition of certain software and services (hereinafter referred to as "Products") as listed in Exhibit A which is attached hereto and incorporated herein; and

WHEREAS, Seller was the successful proposer in an open, fair and competitive procurement process;

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

ARTICLE 1 TERM OF AGREEMENT

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, the period of performance of Oracle software support under this Agreement shall begin on the date it is signed by all parties and will continue in effect through November 30, 2021.

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

ARTICLE 2 FURNISHING OF SOFTWARE AND SERVICES

2.1 Subject to the terms and conditions set forth herein, Seller agrees to provide and Purchaser agrees to buy as needed, the Products listed in the attached Exhibit A and at the purchase price set forth therein, but in no event will the total compensation to be paid hereunder exceed the specified sum of \$327,856.63 unless prior written authorization from ITS has been obtained. Purchaser shall submit a purchase order signed by a representative of Purchaser itemizing the Products to be purchased. The purchase order shall be subject to the terms and conditions of this Agreement. The parties agree that Purchaser reserves the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by

Exhibit 1

Purchaser. Seller guarantees pricing for a period of 180 days from the effective date of this Agreement. In the event there is a national price decrease of the Products bid during this time, Seller agrees to extend the new, lower pricing to Purchaser.

ARTICLE 3 TITLE TO SOFTWARE

Title to the software provided under this Agreement shall at all times remain with the applicable software manufacturer.

ARTICLE 4 CONSIDERATION AND METHOD OF PAYMENT

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

ARTICLE 5 WARRANTIES

5.1 Seller represents and warrants that Seller has the right to sell the equipment and license the software provided under this Agreement.

5.2 Seller represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from the licensor of software or the manufacturer of the equipment.

5.3 If applicable under the given circumstances, Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Seller 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. Seller 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. Seller understands and agrees that any breach of these warranties may subject Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years,

Exhibit 1

with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Seller 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, Seller would also be liable for any additional costs incurred by the State due to contract termination or loss of license or permit.

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

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

ARTICLE 6 INFRINGEMENT INDEMNIFICATION

6.1 Seller represents and warrants, to the best of its knowledge, that neither the software, its elements nor the use thereof violates or infringes upon any copyright, patent, trademark, servicemark, trade secret or other proprietary right of any person or entity. The software manufacturer and/or Seller ("Provider" which may refer to Mythics or Oracle depending on which party provided the material), as applicable, in accordance with its contract with Purchaser and at its own expense, shall defend or settle any and all third party infringement actions filed against Purchaser which involve the software or other items ("Material") provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages and judgment finally awarded against Purchaser if the Purchaser does the following: (a) notifies the Provider promptly in writing, not later than 30 days after the Purchaser receives notice of the claim (or sooner if required by applicable law); (b) gives the Provider sole control of the defense and any settlement negotiations; and (3) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim. If the continued use of the Products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, the software manufacturer or third party licensor, as applicable shall, at its expense: (a) first procure

Exhibit 1

for Purchaser the right to continue using such Products,; (b) modify or replace them with non-infringing products, , or if these alternatives are not commercially reasonable (c) refund to Purchaser the purchase price or software license fees previously paid by Purchaser for the Products Purchaser may no longer use.

6.2 The Provider will not indemnify the Purchaser if the Purchaser (a) alters the Material or uses it outside the scope of use identified in the Provider's user documentation or service specifications, (b) uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Purchaser, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Purchaser to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based on third party content or any Material from a third party portal or other external source that is accessible to you within or from the services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Oracle will not indemnify you for infringement caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of this contract would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any intellectual property infringement claim(s) known to you at the time the services rights are obtained.

6.3 The term "Material" defined above does not include separately licensed third party technology. Solely with respect to separately licensed third party technology that is part of or is required to use the cloud services and that is used: (a) in unmodified form; (b) as part of or as required to use the cloud services; and (c) in accordance with the usage grant for the relevant cloud services and all other terms and conditions of your order, including this Purchase Agreement and TCPN/NIPA contract, Oracle will indemnify you for infringement claims for separately licensed third party technology to the same extent as Oracle is required to provide infringement indemnification for Materials under the terms of your order, including this Purchaser Agreement and TCPN/NIPA contract.

6.4 The parties understand and agree that pursuant to Section 100 of the Mississippi Constitution, the State can't agree to indemnify Seller or any third party.

ARTICLE 7 EMPLOYMENT STATUS

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

7.2 Seller represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Purchaser. Seller shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither Seller

Exhibit 1

nor employees of Seller are entitled to state retirement or leave benefits.

7.3 Any person assigned by Seller to perform the services hereunder shall be the employee of Seller, who shall have the sole right to hire and discharge its employee. Purchaser may, however, direct Seller to replace any of its employees under this Agreement. If Seller is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Seller will not charge Purchaser for those hours.

7.4 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Seller shall be paid as a gross sum with no withholdings or deductions being made by Purchaser for any purpose from said contract sum.

ARTICLE 8 MODIFICATION OR RENEGOTIATION

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

ARTICLE 9 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

9.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Seller represents all contractors, third parties, and/or subcontractors Seller has assembled for this project. The Purchaser is required to negotiate only with Seller, as Seller's commitments are binding on all proposed contractors, third parties, and subcontractors.

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

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

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

Exhibit 1

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

ARTICLE 10 AVAILABILITY OF FUNDS

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

ARTICLE 11 TERMINATION

11.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Purchaser may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Seller if Seller becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

11.2 Both parties have the option, without assessment of any penalties, of terminating the Agreement for any reason upon a thirty (30) day notice to the other party.

ARTICLE 12 GOVERNING LAW

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

ARTICLE 13 WAIVER

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

Exhibit 1

ARTICLE 14 SEVERABILITY

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

ARTICLE 15 CAPTIONS

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

ARTICLE 16 HOLD HARMLESS

To the fullest extent allowed by law, Seller shall hold harmless, Purchaser, from and against any and all claims, demands, liabilities, suits, actions, arising out of or caused by Seller and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 17 THIRD PARTY ACTION NOTIFICATION

Seller shall notify Purchaser in writing within five (5) business days of Seller filing bankruptcy, reorganization, liquidation or receivership proceedings. Failure of the Seller to provide such written notice to Purchaser shall be considered a material breach of this Agreement and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 18 AUTHORITY TO CONTRACT

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

ARTICLE 19 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Purchaser's address for notice is: Mr. Torrey Moore, Director of Information Technology, Mississippi Valley State University, 14000 Highway 82 West, Ita Bena, Mississippi 38941. The Seller's address for notice is: Mr. Jared Barnes, Supervisor of Sales, Mythics, Inc., 4525 Main Street, Suite 1500, Virginia Beach, Virginia 23462. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.



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ARTICLE 20 RECORD RETENTION AND ACCESS TO RECORDS

Seller 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 Purchaser, ITS, any state or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Seller's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Seller's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Seller for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 21 INSURANCE

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

ARTICLE 22 DISPUTES

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

ARTICLE 23 COMPLIANCE WITH LAWS

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

ARTICLE 24 CONFLICT OF INTEREST

Seller shall notify Purchaser of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Purchaser's satisfaction, Purchaser reserves the right to terminate this Agreement.

ARTICLE 25 SOVEREIGN IMMUNITY

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



Exhibit 1

ARTICLE 26 CONFIDENTIAL INFORMATION

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

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

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

ARTICLE 27 EFFECT OF SIGNATURE

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

ARTICLE 32 ENTIRE AGREEMENT

28.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Seller-furnished software, or any "click-wrap" or "browse-wrap" license presented in connection with a purchase via the internet. Notwithstanding the foregoing, the services may contain or require the use of separately licensed third party technology, which is licensed to the Purchaser under the terms of the third party technology license agreement and not under the terms of this contract. The LOC and General RFP No. 3849-44363 and Seller's Proposals in response thereto are hereby incorporated into and made a part of this Agreement.

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

- A. Mythics National IPATCPN (The Cooperative Purchasing Network) Contract No.

Exhibit 1

R141801 (excluding the following provisions: (b) any language stating that the State will indemnify Seller or any third party; (c) any language stating that governing law and venue is somewhere other than Mississippi; (d) Article L of the Mythics License and Services Agreement – MLSA Version HWSW 1018, except for the last sentence (d) any language requiring invoices to be paid in fewer than forty-five (45) days of invoice date;

- B. This Agreement signed by both parties;
- C. Seller's Proposals, including but not limited to the Statements of Understanding, as accepted by Purchaser;
- D. General RFP No. 3849 and written addenda, and
- E. Seller's Proposals (program documentation), as accepted by Purchaser, in response to the LOC and General RFP No. 3849.

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

ARTICLE 29 SURVIVAL

Articles 5, 6, 12, 16, 20, 25, 26, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 30 DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE 31 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,

Exhibit 1

software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Purchaser's or Seller'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 Purchaser's funding source.

ARTICLE 32 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.

ARTICLE 33 FORCE MAJEURE

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

Exhibit 1

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

State of Mississippi, Department of Information Technology Services, on behalf of Mississippi Valley State University

Mythics, Inc.

By: _____
Authorized Signature

By: Deonte J. Watters
Authorized Signature

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

Printed Name: Deonte J. Watters, CCMAP

Title: Executive Director

Title: Director of Contracts

Date: _____

Date: 1/22/2019

Mississippi Valley State University

By: _____
Authorized Signature

Printed Name: Dr. Jerryl Briggs

Title: President

Date: _____

Exhibit 1

EXHIBIT A

MFG	CSI #*	Product Description	Year 1	Year 2	Year 3
Oracle	15134246	Period of Performance: December 1, 2018 – November 30, 2021 Internet Developer Suite - Named User Plus Perpetual	\$3,822.33	\$3,937.00	\$4,055.11
Oracle	15134246	Oracle Database Enterprise Edition - Named User Plus Perpetual	\$33,802.06	\$34,816.12	\$35,860.61
Oracle	15134246	Programmer - Named User Plus Perpetual	\$751.50	\$774.05	\$797.27
Oracle	15134246	Internet Application Server Enterprise Edition - Named User Plus Perpetual	\$2,414.71	\$2,487.15	\$2,561.77
Oracle	15134246	Oracle Database Enterprise Edition - Named User Plus Perpetual	\$36,811.86	\$37,916.22	\$39,053.70
Oracle	15134246	Internet Application Server Enterprise Edition - Named User Plus Perpetual	\$28,469.11	\$29,323.18	\$30,202.88
TOTALS:			\$106,071.57	\$109,253.72	\$112,531.34
			TOTAL THREE YEARS:		
			\$327,856.63		

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
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**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE
JANUARY 17, 2019 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
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ALCORN STATE UNIVERSITY

1. ASU- GS 101-297 – Technology Classroom Building

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 \$18,770,000.00 to the apparent low bidder, Flagstar Construction Company, Inc.

Approval Status & Date: APPROVED, January 31, 2019

Project Initiation Date: June 20, 2013

Design Professional: Allred Stolarski Architects, P.A.

General Contractor: Flagstar Construction Company, Inc.

Total Project Budget: \$21,000,000.00

2. ASU- GS 101-306 – Water Infrastructure Improvements

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 \$3,220,000.00 to the apparent low bidder, Mitchell Contracting, Inc.

Approval Status & Date: APPROVED, January 17, 2019

Project Initiation Date: August 24, 2017

Design Professional: M & G Enterprises d/b/a Engineering Services

General Contractor: Mitchell Contracting, Inc.

Total Project Budget: \$3,840,092.00

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DELTA STATE UNIVERSITY

3. DSU- GS 102-262 – Young-Mauldin Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$9,897.53 and eighty-seven (87) 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, January 17, 2019

Change Order Description: Change Order #4 includes the following items: modifications made to historic light fixtures; replaced a building plaque; added nine (9) fire dampers to the concession area; and eighty-seven days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$103,099.02.

Project Initiation Date: October 16, 2014

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

General Contractor: Diversified Construction Services, Inc.

Total Project Budget: \$9,321,423.80

MISSISSIPPI STATE UNIVERSITY

4. MSU- GS 105-357 – Preplan Music Building

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Allred Stolarski Architects, P.A.

Approval Status & Date: APPROVED, February 4, 2019

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Project Initiation Date: May 18, 2017

Design Professional: Allred Architectural Group, P.A.

General Contractor: TBD

Total Preplan Budget: \$700,000.00

5. MSU– IHL 205-279 – Addition & Renovation to Dudy Noble Field

Approval Request #1: Change Order #13

Board staff approved Change Order #13 in the amount of \$44,987.87 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, February 11, 2019

Change Order Description: Change Order #13 includes the following items: added a dutch door in the equipment room; added a railing behind the fire hydrant next to the retaining wall; added power and data receptacles for the pitching lab cameras; added raceways for the soda fountain syrup lines; added door thresholds for the view level doors; added concession soda fountain water supplies; raised a portion of the training room ceiling; added a railing at the inlet near a stair; a revision was made to the umpire locker room shower ceilings; cut masonry and installed a vertical expansion joint at the west wall of a meeting room; relocated a fire alarm notification device to coordinate with the signage on the back of the right field plaza ticket building; added additional raceways for access to the control system; furred concrete masonry unit around the plumbing pipe at a wall between the mechanical room and the generator room for fire rating; revised the elevator 3 bridge level lobby lighting; revised the site lighting for statues; omitted the remaining general signage from the contractor's scope; omitted the Ansul exhaust hood fire protection system in the 1st base concession stand; upgraded the sprinkler head guards in the indoor pitching & hitting areas; and replaced the graphics on the center field wall pads.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Thirteen (13) change orders for a total amount of \$2,254,448.13.

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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6. MSU– IHL 205-285A – MSU Chilled Water Loop Upgrade

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$18,248.20 and fifteen (15) additional days to the contract of Brislin, Inc.

Approval Status & Date: APPROVED, January 29, 2019

Change Order Description: Change Order #3 includes the following items: removed plaster back to brick in a new office & cleaned the brick; relocate the existing unistrut in the ceiling furring above the windows and shortened to finish the sheetrock to the wall; installed paint striping and stenciling per the existing layout at the Macarthur Gym; installed a thermoplastic crosswalk; perform cleanup and fifteen (15) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$465,813.45.

Project Initiation Date: August 17, 2017

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

General Contractor: Brislin, Inc.

Total Project Budget: \$5,000,000.00

MISSISSIPPI UNIVERSITY FOR WOMEN

7. MUW– GS 104-187 – Turner Hall (Demonstration School) Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$14,410.65 and zero (0) additional days to the contract of Amason & Associates, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

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Approval Status & Date: APPROVED, February 6, 2019

Change Order Description: Change Order #3 includes the following items: modifications made to the flashing at the low roof; revisions made to the 2nd floor data room; credit issued for the deletion of the truncated dome mat from the project.

Change Order Justification: These changes were necessary due to latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$108,818.59.

Project Initiation Date: June 18, 2015

Design Professional: Pryor & Morrow Architects

General Contractor: Amason & Associates, Inc.

Total Project Budget: \$8,142,914.87

MISSISSIPPI VALLEY STATE UNIVERSITY

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$31,185.00 and nine (9) additional days to the contract of Century Construction Group, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, February 11, 2019

Change Order Description: Change Order #1 includes the following items: structural revisions made to the elevator pit; and nine (9) weather-related days to the contract.

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

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Total Project Change Orders and Amount: One (1) change order for a total amount of \$31,185.00.

Project Initiation Date: May 15, 2014

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

General Contractor: Century Construction Group, Inc.

Phased Project Budget: \$8,053,884.89

Total Project Budget: \$9,250,000.00

UNIVERSITY OF MISSISSIPPI

9. UM- GS 107-314 (formerly IHL (207-355) – Garland Hedleston Mayes Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3R

Board staff approved Change Order #3R in the amount of \$229,942.84 and thirty-eight (38) additional days to the contract of Century Construction & Realty. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 29, 2019

Change Order Description: Change Order #3R includes the following items: added additional steel and different detailing to the portico; the north site gas line was relocated; added two (2) 2" conduits for additional communication lines; electrical and data changes done; changes made to the electrical and floor boxes; modifications to the nw sewer line and sleeve through the retaining wall; a tile border was added to the walk-off carpet area at the entrance to Hedleston Hall; gypsum board was added to the bottom side of the existing stairs in Garland and Mayes Halls; fire-rated plywood and specific carpet adhesive was added, along with the stair nosing at the front face of the risers in the tiered classroom; additional layout and fill material was added at the ramps in the south plaza; site modifications south of Garland and around the parking lot area; bottle filler kits were added to the drinking fountains; credit issued for wall covering modifications; additional site fencing added along the retaining walls in the north and west portions of the site; credit issued for water repellent not required; relocation of the return air grilles in the second floor classrooms; and thirty-eight (38) days to the contract, (twenty-six (26) weather-related delays).

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Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$623,852.48.

Project Initiation Date: January 19, 2012

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

General Contractor: Century Construction & Realty

Total Project Budget: 23,500,000.00

10. UM– GS 107-317 – Johnson Commons East Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #4 in the amount of \$83,323.13 and one hundred eight (108) 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, February 6, 2019

Change Order Description: Change Order #3 includes the following items: deduct for deletion of reinforcement of 2nd floor at the west end; changed the locksets from Schlage to Corbin-Russwin; installed an additional layer of gypsum board at an elevator shaft; revisions made to the rolling reception desks; changes made to soffit and cabinets in the break room; added portico roof overflow drains; changed four(4) restroom countertops to solid surface; plaster work and trim buildout done at a stair; enlarged the projection screen at the banquet room and installed framing/access panels; a high window was added at a conference room; miscellaneous trim and finish items done; added doors at the ballroom; revisions made to the flooring on the 2nd floor; and one hundred eight (108) days to the contract (forty-one (41) weather-related delays).

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

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Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$313,587.44.

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

11. UM– IHL 207-372 – South Campus Recreation Facility & Transportation Hub

Approval Request #1: Change Order #12

Board staff approved Change Order #12 in the amount of \$13,691.30 and zero (0) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, February 6, 2019

Change Order Description: Change Order #12 includes the following items: installed return air grilles in a file storage area & a customer lobby; and installed a flooring reducer at all open mezzanine edges.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications.

Total Project Change Orders and Amount: Twelve (12) change orders for a total amount of \$2,359,084.56.

Project Initiation Date: June 20, 2013

Design Professional: JBHM Architects, P.A.

General Contractor: Zellner Construction Services, LLC

Phased Project Budget: \$29,591,431.78

Total Project Budget: \$32,000,000.00

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

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$9,486.19 and forty-five (45) additional days to the contract of Hill’s Construction, LLC.

Approval Status & Date: APPROVED, February 6, 2019

Change Order Description: Change Order #2 includes the following items: added a disconnect and tap blockers for a panel; added an additional variable air flow valve box, ductwork, and controls for transfer air to the UPS that was relocated to another room; added unions to the existing six (6) RTU condensate drains; added data cable; and forty-five (45) days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$22,621.95.

Project Initiation Date: October 15, 2015

Design Professional: Cooke Douglass Farr Lemons Architects and Engineers

General Contractor: Hill’s Construction, LLC.

Total Project Budget: \$1,600,000.00

13. UM– IHL 207-424 – Faser Hall First Floor Modifications

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$23,782.64 and zero (0) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, January 29, 2019

Change Order Description: Change Order #3 includes the following items: added electrical outlets to accommodate the School of Pharmacy’s Tablet course; stored the lab casework in the Sheldon Laboratory Systems warehouse during the stop work duration; removed a portion of the glazed block wall in a room; re-insulated the plumbing pipe in the crawl space after the asbestos removal; installed an epoxy floor in a room; and exchanged the dutch door in a room for a flush door.

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Change Order Justification: These changes were necessary due to latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$220,553.81.

Project Initiation Date: August 18, 2016

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

General Contractor: Barnes & Brower, Inc.

Total Project Budget: \$1,300,000.00

14. UM– IHL 207-428 – East Campus Electrical Modifications

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$24,458.71 and seven (7) additional days to the contract of McInnis Electric Company.

Approval Status & Date: APPROVED, January 17, 2019

Change Order Description: Change Order #4 includes the following items: the conduits for the existing transformer feeders will have to be intercepted in All-American and bored to the new electrical yard; a credit was issued for removal of a pole-mounted fixture that was not needed near the Vaught Hemingway Stadium northeast gate; and seven (7) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions; user/ owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$259,965.71.

Project Initiation Date: November 17, 2016

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: McInnis Electric Company

Total Project Budget: \$2,220,000.00

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

Approval Request #1: Change Order #8

Board staff approved Change Order #8 in the amount of \$4,483.40 and zero (0) additional days to the contract of DC Services, Inc.

Approval Status & Date: APPROVED, January 17, 2019

Change Order Description: Change Order #8 includes the following item: revised the detail of the stone cap on the radial walls at the steps of Fraternity Row.

Change Order Justification: This change was a user/owner requested modification.

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$45,659.72.

Project Initiation Date: May 18, 2017

Design Professional: A2H, PLLC

General Contractor: DC Services, LLC

Total Project Budget: \$1,257,400.00

16. UM– IHL 207-442 – Manning Center Training Hydrotherapy Room Renovation

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$8,005.25 and zero (0) additional days to the contract of Baldwin and Shell Construction Company.

Approval Status & Date: APPROVED, February 6, 2019

Change Order Description: Change Order #1 includes the following items: removed the doors and frames in two areas & infilled with concrete masonry unit and painted to match the existing doors; added an electrical receptacle; and changed the sign type to match the rest of the building.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$8,005.25.

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Project Initiation Date: February 15, 2018
Design Professional: A2H, LLC
General Contractor: Baldwin and Shell Construction Company
Total Project Budget: \$1,300,000.00

17. UM– IHL 207-444 - South Oxford Center – Communicative Science Disorders

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$24,007.53 and three (3) additional days to the contract of McCarty King Construction Company.

Approval Status & Date: APPROVED, January 17, 2019

Change Order Description: Change Order #2 includes the following items: removed the wall and door signage; added floor stops; labeled the panel devise covers; removed and reworked switches, installed lights, added data rough-ins, installed fire alarm devices; added a sprinkler head; and three (3) days to the contract.

Change Order Justification: These changes were necessary due to 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 \$87,207.94.

Project Initiation Date: July 30, 2018
Design Professional: McCarty Architects, P.A.
General Contractor: McCarty King Construction Company
Total Project Budget: \$2,000,000.00

18. UM– IHL 207-447 – Martin Hall – AC VAV Boxes Replacement

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, January 14, 2019

Approval Request #2: Advertise

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Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, January 14, 2019

Project Initiation Date: November 15, 2018

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: TBD

Total Project Budget: \$1,650,000.00

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$39,258.00 and forty-one (41) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, January 17, 2019

Change Order Description: Change Order #3 includes the following items: fur-out walls at two (2) locations, added a ceiling fur-down for coordination with the waiting area lobby; added a helicopter storage room; modifications made to the configuration of the patient wardrobe units; added a custom access panel over the waiting area reception desk; added four (4) patient wardrobes to patient rooms; moved a wall, associated fur-downs, provided additional wall framing and soffit framing above the ceilings between the affected rooms; modified typical patient room lighting controls; added pneumatic tube system power and data; and forty-one days to the contract.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$83,372.00.

Project Initiation Date: May 18, 2017

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Design Professional: Foil Wyatt Architects
General Contractor: Fountain Construction Company, Inc.
Total Project Budget: \$7,500,000.00

20. UMMC– IHL 209-551 – Main Pharmacy Renovations 2014

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$389,850.53 and three hundred thirty-five (335) additional days to the contract of Sunbelt General Contractors, Inc.

Approval Status & Date: APPROVED, January 14, 2019

Change Order Description: Change Order #2 includes the following items: revised Phase 2 millwork; replaced two (2) 460 volt VFDs with 208 volt units; provided power for four (4) motion-activated door openers; added time extension for the addition of data outlets; demolished the existing disconnects and installed new breakers; caulked trim to seal the under pass-through boxes; installed five (5) locking receptacles for clean room hoods; relocated a fire alarm to accommodate the duct; provided a hot tap to the existing 4” line; installed test ports to ducts in the clean rooms; added two (2) sprinkler heads from standard to concealed; revised the phase 2 temporary ducts for service during phase 3 construction; a ninety day extension added for sub-phasing of work while the pharmacy remains in operation; encased the space behind the chemo hood with a stainless collar; added a 200 day extension to phase 3; and three hundred thirty-five days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$597,653.23.

Project Initiation Date: January 22, 2015
Design Professional: The McCarty Company
General Contractor: Sunbelt General Contractors, Inc.
Total Project Budget: \$3,848,518,00

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

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of \$0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.

Approval Status & Date: APPROVED, February 11, 2019

Change Order Description: Change Order #5 includes the following items: additional med gas added to twelve (12) rooms; relocated a wall-mounted computer in the neonatal Infant Care Unit rooms to include deleting a portion of the countertop in all the rooms for locating a wall-monitored computer; revisions were made to two (2) rooms and minor changes to casework at a resident/team room; roof drains were added at an area; a grade beam was added at the mechanical yard; reconfigured and revised three (3) procedure rooms into two (2) operating rooms as well as the support spaces adjacent to these rooms; reduced the amount of steel used; floor plan changes and elevations as well as mechanical, plumbing and electrical systems changes were made concerning the major medical equipment at level B; added conduit at the transformers; added foundation drain connections; revisions made to the column and stair pressurization at Batson to include revisions to the existing stair mechanical system fan placement and ducts, sprinkler system, and partitions; removed the FSC requirement for all casework materials; added a curb at the Methodist parking lot; revised the variable air valve boxes; credit for the entry drive asphalt; roof davits were removed at a roof level; temporary wood shoring done at one level on the west side; installed an additional knee wall at the central utility plant; and remobilization was done at the site for the mechanical yard and the front canopy.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; latent job site conditions; weather-related delays; and user/owner requested modifications

Total Project Change Orders and Amount: Five (5) 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

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22. UMMC– IHL 209-560 – Pediatric Pharmacy Renovation

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$17,769.22 and twenty (20) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, February 11, 2019

Change Order Description: Change Order #2 includes the following items: added an electrical load center for the air handling unit; replaced the clean room suite eyewash; electrical power changes to the fume hood; moved the casework upper cabinet shelving unit from one location to another within the picking area; removed the floor cleanout in the clean room; installed sealant around the clean room ceiling tiles; installed testing ports within the HVAC ductwork in order to test the efficiency of the HEPA filters; and twenty (20) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$15,049.62.

Project Initiation Date: August 17, 2017

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$1,105,000.00

23. UMMC– IHL 209-561 – Campus HVAC Upgrades FY18

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Engineering Resource Group

Approval Status & Date: APPROVED, February 6, 2019

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

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Approval Status & Date: APPROVED, February 6, 2019

Project Initiation Date: October 19, 2017

Design Professional: Engineering Resource Group

General Contractor: TBD

Total Project Budget: \$5,577,000.00

24. UMMC– IHL 209-565 – Supply Chain relocation

Approval Request #1: Approval of Design Development Documents

Board staff approved the Design Development Documents as submitted by Johnson Bailey Henderson McNeel.

Approval Status & Date: APPROVED, January 14, 2019

Project Initiation Date: March 22, 2018

Design Professional: Johnson Bailey Henderson McNeel

General Contractor: TBD

Total Project Budget: \$2,731,870.00

25. UMMC– IHL 209-567 – Research AHU Replacement

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Dean and Dean Architects.

Approval Status & Date: APPROVED, February 6, 2019

Project Initiation Date: August 16, 2018

Design Professional: Dean and Dean Architects

General Contractor: TBD

Total Project Budget: \$3,500,000.00

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26. UMMC– IHL 209-568 – West Wing Renovations

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$42,854.18 and zero (0) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, January 14, 2019

Change Order Description: Change Order #1 includes the following items: additional asbestos testing done at the in-wall piping insulation area; changed the automatic operation of the east and west end corridor doors and replaced the specified standard weight hinges with heavy weight hinges; mold remediation work performed within the existing wall chases at the patient bathrooms; installed masonry behind the restroom walls; finished wall surfaces were put into place and support framing done in various locations; in-wall pipe insulation abatement done within the existing wall chases at the patient bathrooms; and restored & deleted “toe kicks” in various patient rooms.

Change Order Justification: These changes were necessary due to latent job site conditions and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$42,854.18.

Project Initiation Date: May 17, 2018

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$2,950,000.00

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of \$31,109.25 and twenty-two (22) additional days to the contract of B. W. Sullivan Building Contractor, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

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Approval Status & Date: APPROVED, January 14, 2019

Change Order Description: Change Order #7 includes the following items: electrical changes were performed in a couple of labs; installed fire dampers; installed stainless steel ductwork in a couple of rooms; added power to the seminar tables in a room; converted two (2) rooms into offices; added additional power to the reception desk in a room; installed a moisture membrane to the existing concrete slabs in the auditorium; and twenty-two (22) days to the contract.

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

Total Project Change Orders and Amount: Seven (7) change orders for a total credit amount of \$260,671.22.

Project Initiation Date: September 18,2014

Design Professional: Allred Architectural Group, P.A.

General Contractor: B. W. Sullivan Building Contractor, Inc.

Total Project Budget: \$13,000,000.00

28. USM– GS 108-285 – Cook Library Renovation PH I

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Wier Boerner Allin Architecture.

Approval Status & Date: APPROVED, January 14, 2019

Approval Request #2: Contract Documents

Board staff approved Contract Documents as submitted by Wier Boerner Allin Architecture.

Approval Status & Date: APPROVED, January 23, 2019

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

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Approval Status & Date: APPROVED, January 23, 2019

Project Initiation Date: January 18, 2018

Design Professional: Wier Boerner Allin Architecture

General Contractor: TBD

Phased Project Budget: \$1,702,788.75

Total Project Budget: \$4,880,480.00

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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 (statements dated 7/1/18, 12/19/18, 1/1/19, 1/1/19, 1/1/19 and 1/10/19) from the funds of Alcorn State University. (These statements, in the amounts of \$17.40, \$960.00, \$1,500.00, \$192.50, \$1,500.00 and \$960.00, respectively, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 5,129.90

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 1/18/19) from the funds of Mississippi State University. (This statement, in the amount of \$875.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 875.00

Payment of legal fees for professional services rendered by Ware Immigration (two statements, each dated 1/1/19) from the funds of Mississippi State University. (These statements, in the amounts of \$2,000.00 and \$599.00, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 2,599.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 11/26/18 and 12/10/18) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,360.00 and \$2,389.50, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 4,749.50

Payment of legal fees for professional services rendered by Mayo|Malette (statements dated 1/3/19, 1/3/19 and 1/3/19) from the funds of the University of Mississippi. (These statements, in the amounts of \$375.00, \$2,868.26 and \$6,260.00, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 9,503.26

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 12/17/18) from the funds of the University of Southern

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Mississippi. (This statement, in the amount of \$2,856.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 2,856.00

Payment of legal fees for professional services rendered by Ware Immigration (six statements, each dated 1/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$185.00, \$39.85, \$44.75, \$39.85, \$1,000.00 and \$2,000.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 3,309.45

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

Payment of legal fees for professional services rendered by Armstrong|Teasdale (statement dated 11/27/18) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: “Systems and Methods for Detecting Transient Acoustic Signals - \$100.00.)

TOTAL DUE.....\$ 100.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 11/20/18, 11/26/18, 11/28/18 and 12/27/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Air stable, Blue Light Emitting Chemical Compounds - \$800.00; “Cache Mapping Technology Matter” – \$12,950.50, “Trademark Matters” - \$12,409.00, and “Cache Mapping Technology” - \$6,195.00, respectively.)

TOTAL DUE.....\$ 32,354.50

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 11/9/18, 11/9/18, 11/13/18, 11/14/18, 11/14/18, 11/14/18, 11/16/18, 11/20/18, 11/21/18, 11/21/18, 12/7/18, 12/7/18, 12/11/18 and 1/8/19) 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 of Preparation” - \$549.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$488.00; “Compositions for the Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$1,100.00; “Biologically Active Cannabidiol Analogs” - \$3,608.15; “Biologically Active Cannabidiol Analogs” - \$2,132.66; “Biologically Active Cannabidiol Analogs” - \$1,980.83; “Biologically Active Cannabidiol Analogs” - \$2,769.70; “Biologically Active Cannabidiol Analogs” - \$2,032.00; “Biologically Active Cannabidiol Analogs” -

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\$1,210.05; “Biologically Active Cannabidiol Analogs” - \$6,472.20, “Biologically Active Cannabidiol” - \$2,848.02; “Biologically Active Cannabidiol” - \$2,869.87; “Compositions for the Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$2,184.40; and “Compositions Containing Delta-9-THC Amino Acid Esters and Process of Preparation” - \$834.00, respectively.)

TOTAL DUE.....\$ 31,078.88

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 11/21/18, 11/21/18, 11/21/18, 11/30/18, 12/18/18, 12/18/18, 12/18/18 and 12/26/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Gas Separating Membranes” - \$47.50; Indolizine-based Donors as Organic Sensitizer Components for Dye-Sensitizes Solar Cells” - \$100.00; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitizes Solar Cells” - \$38.00; “Delivery of Medicaments to the Nail” - \$728.50; “Delivery of Medicaments to the Nail and Perionychiu” - \$2,132.50; “Gas Separating Membranes” - \$38.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitizes Solar Cells” - \$563.00; and “Stabilized Formulation of Triamcinolone” - \$2,880.00, respectively.)

TOTAL DUE.....\$ 6,527.50

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1. SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL

The following item was approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.

- a. **MSU** – On January 14, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and Fratesi Planting Company for approximately 20 acres of land in Washington County, MS for the development of seedlings and clones. The term of the lease is two years from February 1, 2019 through January 21, 2021, at a cost of \$16,000 annually for a total of \$32,000. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
- b. **MSU** – On January 29, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement Addendum #4 between Mississippi State University and Houndstooth Commercial Properties, LLC for 2400 square feet of building space for use by the OSHA Consultation employees of MSU Industrial Health and Safety. The agreement was originally approved January 2013 and has been three times before amended and extended. The current amendment extends the term of the agreement through January 31, 2020, with a \$100 increase in cost per month for a total of \$3,000 per month to be paid monthly in advance. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval of Prepayment for Goods or Services.
- c. **MSU** – On January 29, 2019, Commissioner Alfred Rankins, Jr., approved the Rental Agreement between Mississippi State University and Hewlett Wood Products, Inc. for the lease of 6,250 square feet of space to be used for Bagley College of Engineering activities of the student competition teams, outreach coordinator and storage. The lease renewal is for a one-year period beginning February 1, 2019 through January 31, 2020 at a cost of \$2,500 per month plus \$280 per month for electricity, payable in advance at the beginning of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval of Prepayment for Goods or Services.
- d. **MVSU** – In 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 February 11, 2019, Commissioner Alfred Rankins, Jr. approved the revisions to several FY 2019 *Ayers* academic

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programs budgets. It appears that these revisions were necessary to align 2019 budgets to individual program needs at the end of the year. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

- e. **UM** – On January 29, 2019, Commissioner Alfred Rankins, Jr., approved the Amended Lease between the Mississippi Institutions of Higher Learning and Gamma Iota of Pi Kappa Alpha Alumni House Corporation for Lot No 408 on the Oxford campus of the University of Mississippi specifically described in Exhibit A to the Amended Lease. This amendment is necessary because the lessor seeks financing through BancorpSouth for renovations to the fraternity house erected on the property, and the current lease is set to expire during the amortization of that loan. The term of the lease will be extended from 2032 to 2044. The lease is amended and restated in full with the addition of the following provisions: complete agreement, modification, governing law, non-availability of funds, indemnification, and force majeure. All other terms of the original lease remain unchanged. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.