MEETINGS
SCHEDULE
Health Affairs Committee | May 15, 2019, 2:00p | IHL Board Room
IHL Board Meeting | May 16, 2019, 9:00a | IHL Board Room

CALL TO ORDER
INVOCACTION
INTRODUCTION OF GUESTS

MINUTES
April 18, 2019 Regular Board Meeting Minutes ................................................................. 5
April 22, 2019 Special Called Meeting Minutes ................................................................. 64
April 24, 2019 Special Called Meeting Minutes ................................................................. 65
May 7, 2019 Special Called Meeting Minutes ................................................................. 67

CONSENT AGENDAS | Trustee Hal Parker

FINANCE
1. SYSTEM – Request for Approval to Purchase Cyber Insurance from Lloyds of London – 
   Beazley Syndicate ................................................................................................................. 68
2. IHL EXECUTIVE OFFICE – Request for Approval to Amend the Total Expenditure 
   Amount Applicable to Its Agreement with Leon Consulting, LLC d/b/a/ LK Marketing 
   Services ................................................................................................................................. 69
3. MSU – Request for Approval to Enter into a Contractual Services Agreement with Nelnet 
   Campus Commerce ............................................................................................................ 70
4. MSU – Request for Approval to Enter into a Contractual Services Agreement with NextGen 
   Healthcare, Inc. .................................................................................................................... 72
5. MSU – Request for Approval to Enter into a Contractual Services Agreement with 
   SirsiDynix ............................................................................................................................. 74
6. MSU – Request for Approval to Enter into a Subscription Agreement with Springer Nature 
   Customer Service Center, LLC .......................................................................................... 75
7. MSU – Request for Approval to Enter into an Agreement with Terra Dotta, LLC .......... 77
8. MSU – Request for Approval of Budget Escalation of Mississippi State Chemical 
   Laboratory .............................................................................................................................. 79
9. UM – Request for Approval for Assignment and Assumption of Lease and Sublease with 
   Kappa Alpha Theta Fraternity, Inc. ..................................................................................... 79
10. UM – Request for Approval to Enter a Rental Agreement with Robert J Young 
    Company, LLC ..................................................................................................................... 83
11. UM – Request for Approval to Amend a Contractual Services Agreement with Ruffalo 
    Noel Levitz, LLC ................................................................................................................ 82
12. UMMC – Request for Approval to Enter into a Purchase Agreement with B. Braun 
    Medical Inc. (Hemodialysis Machines) ........................................................................... 85
13. UMMC – Request for Approval to Enter into a Purchase Agreement with B. Braun Medical Inc. (Solution/Disposables) ........................................................................................................86
14. UMMC – Request for Approval to Amend a Service Agreement with GeneDx, Inc. .............................................88
15. UMMC – Request for Approval to Amend Pricing Contract with Inspire Medical Systems, Inc. ......................90
16. UMMC – Request for Approval to Enter into a Product Agreement with Johnson & Johnson Health Care Systems, Inc. ..................................................................................................................92
17. UMMC – Request for Approval to Extend the Master Agreement with Roche Diagnostics Corporation .........................................................................................................................94
18. UMMC – Request for Approval to Enter into a Product Agreement with SSI Management Services, LLC d/b/a Hritz Management Services ........................................................................97
19. UMMC – Request for Approval to Enter into a Pricing Agreement with W.L. Gore & Associates, Inc. .................99

REAL ESTATE
Approval of Budget Increases and/or Changes of Scope/Funding Source(s)

Bureau of Building Projects
1. MSU – GS 105-355 – Engineering and Science Complex, Design Professional – Eley Guild Hardy Architects ..................................................................................................................103
2. MSU – GS 105-357 – Music Building, Design Professional – Allred Stolarski Architects (Formerly Allred Architectural Group) ........................................................................................................105

PERSONNEL
1. Employment (MSU, MVSU, UM, USM) ...........................................................................................................108
2. Change of Status (JSU, MSU, UMMC) .................................................................................................................108
3. Sabbatical (JSU, MSU, UMMC) ..........................................................................................................................109
4. Tenure (ASU, DSU, MUW, UM, UMMC, USM) ....................................................................................................109

REGULAR AGENDAS

ACADEMIC AFFAIRS | Trustee Alfred McNair, Jr.
1. STATE – 2019 Approval of Accreditation of Mississippi Nursing Degree Programs ..............................................115

FINANCE | Trustee Tom Duff
1. SYSTEM – Request for Approval to Renew Property Insurance with Affiliated FM Insurance Company; Axis Surplus Insurance Company; Colony Insurance Company; Evanston Insurance Company; Landmark American Insurance Company; Hallmark Specialty Insurance Company; and Lloyds of London ..............................................................................................................118
2. DSU – Request for Approval to Enter into a Professional Services Agreement with Sodexo Operations, LLC .................................................................119
3. MSU – Request for Approval to Amend the Food Service Contract with Aramark Educational Services, LLC .......................................................................................................................121
4. MSU – Request for Approval to Enter into an Agreement with Dyehard Fan Supply, LLC .............................122
5. UMMC – Request for Approval to Enter into a Participation Agreement with Cardinal Health 110, LLC and Cardinal Health 112, LLC ........................................................................124
6. UMMC – Request for Approval to Enter into an Agreement with Morris & Dickson Co., LLC and Novation, LLC (now Vizient) ......................................................................................126
7. UMMC – Request for Approval to Enter into a Lease Agreement with Baker-Hardy Real Estate, L.P. ............................................................................................................................................128

REAL ESTATE | Trustee Hal Parker
Approval of Initiations of Projects/Appointments of Professionals

*IHL Projects*
1. UM – IHL 207-453 – South Oxford Center - Film Studio, Design Professional – McCarty Architects, P.A...........................................................................................................................133

Approval of Budget Increases and/or Changes of Scope/Funding Source(s)

*IHL Projects*

ADMINISTRATION/POLICY | Commissioner Alfred Rankins, Jr.
1. SYSTEM – Appointment of Representative to the Mississippi Public Broadcasting Board ........137
2. SYSTEM – Approval of Committee Appointments by President Hal Parker ....................137

INFORMATION AGENDAS | Commissioner Alfred Rankins, Jr.

FINANCE
1. SYSTEM – Mississippi Information Technology Services Amendment #1 to Software Subscription Agreement with AutoGov ........................................................................................................139

REAL ESTATE
1. SYSTEM – Real Estate Items Approved Subsequent to the April 18, 2019 Board Meeting
   Delta State University ........................................................................................................165
   Jackson State University .....................................................................................................165
   Mississippi State University ...............................................................................................166
   Mississippi Valley State University ....................................................................................169
   University of Mississippi ....................................................................................................170
   University of Mississippi Medical Center ..........................................................................171
   University of Southern Mississippi ....................................................................................172

LEGAL
1. SYSTEM – Report of Payments to Outside Counsel .........................................................174

ADMINISTRATION/POLICY
1. SYSTEM – Commissioner’s Notification of Approval ..........................................................179

ADDITIONAL AGENDA ITEMS IF NECESSARY
OTHER BUSINESS/ANNOUNCEMENTS
EXECUTIVE SESSION IF DETERMINED NECESSARY
ADJOURNMENT
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 April 18, 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., Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. J. Walt Starr. The meeting was called to order by Shane Hooper, President, with Trustee Jeanne Luckey providing the invocation.

INTRODUCTION OF GUESTS

- President Hooper welcomed the Student Government Association officers: Robert Tatum, SGA President at Alcorn State University; James Stirgus, SGA President-Elect at Alcorn State University; Charlie King, SGA President at Delta State University; Elizabeth Swindle, SGA President-Elect at Delta State University; L’Curtis Powell, SGA President at Jackson State University; Jordan Jefferson, SGA President-Elect at Jackson State University; Mayah Emerson, SGA President at Mississippi State University; Jake Maning, SGA President-Elect at Mississippi State University; Maddy Norgard, SGA President at Mississippi University for Women; John Jacob Miller, SGA President-Elect at Mississippi University for Women; Brandon McCall, SGA President & President-Elect at Mississippi Valley State University; Elam Miller, SGA President of the University of Mississippi; Barron Mayfield, SGA President-Elect of the University of Mississippi; Edgar Meyer, SGA President of the University of Mississippi Medical Center; Blake Johns, SGA President-Elect of the University of Mississippi Medical Center; McKenna Stone, SGA President at the University of Southern Mississippi; and Michael Matrick, SGA President-Elect at the University of Southern Mississippi

- Ms. Kim Gallaspy, IHL Director of Governmental Relations, introduced Mississippi Representative Orlando Paden who represents District 26 which includes Boliver and Coahoma counties.

- On behalf of the Board, President Hooper wished Mr. William LaForge, President of Delta State University, and Dr. Steven Cunningham, IHL Board member, a happy birthday.

APPROVAL OF THE MINUTES

On motion by Trustee Dye, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on March 21, 2019.
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
April 18, 2019

CONSENT AGENDAS

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

ACADEMIC AFFAIRS

1. SYSTEM – Approved the following new academic units:

DEPARTMENTS

a. UM – The Department of Applied Gerontology will function as an academic home for the B.S. in Applied Gerontology and future degrees, and labs and centers related to the study of aging. Currently this program operates within the Office of the Dean in the School of Applied Sciences. The Department of Applied Gerontology’s mission is to offer academic programs of excellence to prepare students to be knowledgeable and competitive for entry into a variety of aging related occupational venues and admission to a variety of graduate degree programs which interact with programs, policies, and services for aging populations. As the program enrollment grows additional support will be needed, including a department chair with gerontology or closely related degrees/credentials, an administrative assistant, and a dedicated coordinator of advising, recruitment and retention which is the current model for other departments within Applied Sciences. All other future additions will be requested through the appropriate UM/IHL procedures.

b. UM – The Biomedical Engineering (BME) program is currently a collection of courses that lead to the B.S. in Biomedical Engineering, with faculty administratively located in two different engineering departments. The critically important accreditation process for the two-year-old BME program will be simplified in that hired BME faculty would have their actual home appointment in the BME department, a metric that is monitored by the Accreditation Board for Engineering and Technology, Inc., (ABET). As a standalone department, future hires and existing faculty would be able to adhere to a common tenure and promotion description. The rapid increase in undergraduate numbers in the current Biomedical Program has more than met initial expectations for inaugural enrollment (already above 100 students in freshmen and sophomore classes alone) and a transition from Program to Department is the next logical step and is a direct extension of the University’s mission to inspire, discover and transform. The budget associated with the conversion of the current BME program to a peer-equivalent department contains costs already required for the implementation of the BME program as it currently exists.

centers and institutes

c. UM – Academic Innovations Group. The university has several important and required initiatives that improve teaching, learning, and pedagogy in the classroom and online. The SACSCOC required Quality Enhancement Plan (QEP) is designed to improve the way critical thinking is taught in lower division courses. This will
be an investment in faculty development for the benefit of students and will serve to enhance faculty instruction of this important ability. The entities and people who work to improve and innovate teaching and learning at the university will be brought together into a single unit, the Academic Innovations Group. The QEP will be housed in this new unit in order to provide efficient structure and support for the teaching of critical thinking. As a result, this is the creation of a new, single unit through the consolidation of several units and initiatives. Funding resources will be lapsed salary dollars, summer school revenues, and online revenues until permanent monies from tuition can be allocated to the unit.

d. **UM** – William Magee Institute for Wellness Education. The request is being made to transition a functional area of the Department of Campus Recreation to a comprehensive, stand-alone institute dedicated to becoming a national leader for alcohol and other drug (AOD) prevention, intervention, support, and research. The William Magee Institute for Wellness Education will have multiple campus partners including the School of Pharmacy, UMMC, and the Department of Health, Exercise Science, and Recreation Management (Health Promotion). Named in honor and memory of William Magee, an alumnus who lost his life to substance addiction, the University has been successfully raising private funds for this critical initiative. We expect to continue and even broaden our fundraising efforts for the William Magee Institute and hope to have the Institute operational by August 2025.

e. **UMMC** – Mississippi Centre for Evidence Based Practice: A Joanna Briggs Centre of Excellence. The Joanna Briggs Institute (JBI) is the international not-for-profit research and development Centre within the Faculty of Health and Medical Sciences at the University of Adelaide, South Australia. The Institute collaborates internationally with over 70 entities across the world. A Joanna Briggs Centre of Excellence is considered a prestigious hub of expertise through which high quality programs of evidence synthesis, transfer, and implementation are achieved. The Mississippi Centre for Evidence Based Practice is only the sixth JBI Centre of Excellence in the United States. A minimal cost will be experienced for branding the new Centre. There are no other additional costs to UMMC for the Mississippi Centre for Evidence Based Practice.

f. **UMMC** – Mississippi Clinical Research and Trials Center (MCTRC). The purpose of the MCTRC is to determine and further define specific healthcare needs of our citizens that will drive discovery, development, implementation, and optimization of existing and new cutting-edge therapies as part of our unceasing efforts towards a healthier Mississippi and beyond. This will be accomplished through development of diverse, interactive, and collaborative translational research programs. These programs will identify and evaluate specific healthcare needs and gaps using modern population health technology; then, develop precision medicine-based research projects aimed at understanding disease mechanisms that drive development of both effective therapeutics as well as preventive medicine solutions. New faculty and staff are not initially anticipated to support the operations of the MCRTC. The Center will coordinate existing siloed efforts across the institution with similar objectives to those of the MCRTC. Those included in
the first two-year projections are existing personnel with efforts already committed to research/clinical operations. Many are currently supported by grant dollars. It is anticipated that most costs in future years will be grant and/or clinical trial-funded as well. New faculty and staff may be added in the future if growth outpaces existing personnel. Though total personnel costs over the six years are estimated at $2.3M, more than half of this is anticipated to come from external sources.

2. SYSTEM – Approved the following academic unit modifications:

   RENAME
   a. UM – Rename the National Center for Remote Sensing, Air, and Space Law the Center for Air and Space Law. The objectives and mission of the Center will remain the same. The proposed name change will foster the mission and objectives of the institution by allowing the Center to better market itself as the unique venue in the United States for addressing global issues of air and space law, both of which include remote sensing, and to meet the needs of aerospace industry stakeholders, including governments, industry and the academy, by providing objective and timely legal scholarship on issues arising out of rapidly evolving aviation and space technology. Moreover, the new name intimates a broader focus, allowing the Center to pivot nimbly between applications of air and space law and to address new legal issues arising out of advancing technologies and capabilities in those fields, including drones, remote sensing via aircraft and spacecraft, and cyber security. A minimal cost will be experienced for signage.
   b. UMMC – Rename the UMMC Cancer Institute the UMMC Cancer Center and Research Institute. The name change fosters enhanced relationships across disciplines and more accurately reflects the actual mission, goals, and activities of the UMMC Cancer Institute. A minimal cost of $500 will be experienced for printing and branding changes.

   REORGANIZATION
   c. UM – Reorganize the Center for Health and Sports Performance (CHSP). This request is being made due to documented growth and productivity, that the School of Applied Sciences and the Department of Athletics can collaborate on applied practices including comprehensive athletic health and sport performance, clinical nutrition services, strength and conditioning, sports medicine, performance training, and nutritional/sports-related consultation across Mississippi. The center is being transitioned from a departmental-based to a school-based center to engage additional University of Mississippi departments and community partners to develop evidenced-informed best-practices in health and sports performance. No new funding is required for the reorganization. In the future, the plan is to generate revenue to allow for administrative support.

3. SYSTEM – Approved the following academic program modifications:

   RENAME
   a. UM – Rename the Bachelor of Business Administration in Marketing and Corporate Relations (CIP 52.1499) the Bachelor of Business Administration in Marketing and Communication Strategy (CIP 52.1499) degree. The Marketing and Communication Strategy major prepares students for careers in marketing,
advertising, public relations, or brand management. Students develop a unique combination of skill sets from marketing that include expertise in communicating across a variety of multimedia platforms, analyzing market trends in order to build strong brands and engage consumers, and creating new and imaginative ideas by developing unique integrated campaigns. A minimal cost will be experienced for printing and branding changes.

b. **USM** – Rename the Bachelor of Arts in Advertising (CIP 09.0903) the Bachelor of Arts in Public Relations and Advertising (CIP 09.0900) degree. We are combining the current Advertising BA program and Journalism (Public Relations) BA emphasis area to create one new program. The curriculum will remain very similar, but students will have more flexibility for coursework. Anticipated budget savings will come with combining some public relations and advertising courses.

c. **USM** – Rename the Bachelor of Science in Child and Family Studies (CIP 19.0704) the Bachelor of Science in Child and Family Sciences (CIP 19.0704) degree. The School of Child and Family Sciences undergraduate program is a 120-credit hour program. Students acquire a broad knowledge of child and family science through courses in family dynamics, communication, child and family theories, and contemporary issues affecting quality of life. In addition to a comprehensive range of didactic coursework, students engage in numerous experiential learning activities through laboratory, practicum, or internship experiences. The proposed degree plan name change is a result of the reorganization process, which prompted our academic unit to reflect on our goals and mission as part of a college with a new academic identity. The modification from “Studies” to “Sciences” better reflects the research goals of the university, college, and school; and, also reflects the national trend.

d. **USM** – Rename the Master of Science in Child and Family Studies (CIP 19.0704) the Master of Science in Child and Family Sciences (CIP 19.0704) degree. The Master of Science degree in Child and Family Studies is a 37 hour, fully online program designed for students interested in the integration of theory, research, and experiential learning. Students learn the knowledge and skills necessary to promote quality of life and to serve as effective advocates for children and families. The proposed degree plan name change is a result of the reorganization process, which prompted our academic unit to reflect on our goals and mission as part of a college with a new academic identity. The modification from “Studies” to “Sciences” better reflects the research goals of the university, college, and school; and, also reflects the national trend.

e. **USM** – Rename the Bachelor of Arts in Economics (CIP 45.0601) the Bachelor of Arts in Applied Economics (CIP 45.0601) degree. A degree in applied economics offers students a core of economics theory, including principles and intermediate microeconomics, with additional course work in statistics and applied econometrics to develop students’ data skills that have become increasingly valuable in today’s labor market, to make it a more flexible degree which will allow it to be combined with other majors and minors which allows for better progression to degree; second, to focus on offering a degree plan that is more closely lined up with market demand
by employers. This will allow students to both complete the degree in less time and to provide them with better job opportunities.

f. **USM** – Rename the Bachelor of Arts in Entertainment Industry (CIP 50.1003) the Bachelor of Arts in Media and Entertainment Arts (CIP 50.1003) degree. The proposed modifications aim to strengthen our curricular offerings through strategic consolidation and sharing of course/program resources. The proposed changes align our program with the mission and vision of Arts Institute Mississippi while providing for enhanced curricular collaboration opportunities across programs. We are moving towards more inter- and cross-disciplinary objectives to better align our program and position our students for careers in the media, entertainment, and arts industries.

g. **USM** – Rename the Bachelor of Science in Entertainment Industry (CIP 50.1003) the Bachelor of Science in Media and Entertainment Arts (CIP 50.1003) degree. The proposed modifications aim to strengthen our curricular offerings through strategic consolidation and sharing of course/program resources. The proposed changes align our program with the mission and vision of Arts Institute Mississippi while providing for enhanced curricular collaboration opportunities across programs. We are moving towards more inter- and cross-disciplinary objectives to better align our program and position our students for careers in the media, entertainment, and arts industries.

h. **USM** – Rename the Bachelor of Arts in Foreign Languages (CIP 16.0101) the Bachelor of Arts in World Languages (CIP 16.0101) degree. This program is changing from Foreign Languages to World Languages to better reflect the discipline in the 21st century. The School of Social Science and Global Studies teaches Spanish, which is no longer a foreign language as well as English as a second language, allowing the new name to better reflect the curriculum.

SUSPEND

i. **MS** – Suspend the Master of Arts in Teaching – Middle. The Mississippi Department of Education instituted a new requirement that alternate route candidates seeking middle level licensure (grades 4-8) must pass the Foundations of Reading test prior to admission into the program. Program faculty believe students with no literacy/education background will not be able to do this; thus, there is a need to suspend the program.

j. **USM** – Suspend the Bachelor of Arts/Bachelor of Science in Education of the Deaf. This degree program has had low enrollment and low graduation rates over the past several years. Two previous IHL stipulation reports were written to support continuation of the program (2015; 2016). In 2017-18, USM completed a productivity study of all degree programs. The decision to delete the Education of the Deaf BA (Licensure) program was based on IHL and USM data and analysis of program productivity. USM will cease enrollment and plan a teach-out of the degree.

k. **USM** – Suspend the Bachelor of Arts in International Studies. The degree is only offered in Hattiesburg and a teach-out plan for all students currently in the program will be completed by Spring 2022. However, the School of Humanities will seek
to explore alternative ways to deliver the program or re-envision the program within the History B.A. as a concentration.

4. **SYSTEM** – Approved the degrees to be conferred in Spring 2019 provided each candidate has met all requirements for the degree.

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Alcorn State University</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Undergraduate</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Arts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Arts in Music</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Music</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Nursing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Social Work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Graduate</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Business Administration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science in Agriculture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science in Applied Science and Technology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science in Biology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science in Biotechnology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science in Computer and Information Science</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science in Nursing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science in Secondary Education</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science in Workforce Education Leadership</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Undergraduate Degrees</strong></td>
<td></td>
<td></td>
<td></td>
<td>336</td>
</tr>
<tr>
<td><strong>Total Graduate Degrees</strong></td>
<td></td>
<td></td>
<td></td>
<td>94</td>
</tr>
<tr>
<td><strong>Total Degrees</strong></td>
<td></td>
<td></td>
<td></td>
<td>430</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Delta State University</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>College of Arts and Sciences</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Arts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Applied Science</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Fine Arts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Music</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Music Education</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Education</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Social Justice &amp; Criminology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Interdisciplinary Studies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Social Work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of University Studies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>College of Business and Aviation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Business Administration</td>
<td></td>
<td></td>
<td>48</td>
</tr>
<tr>
<td></td>
<td>Bachelor of Commercial Aviation</td>
<td></td>
<td></td>
<td>6</td>
</tr>
</tbody>
</table>
### Institution

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>College of Education and Human Sciences</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Arts</td>
<td></td>
<td>28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science</td>
<td></td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science in Education</td>
<td></td>
<td>32</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School of Nursing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science in Nursing</td>
<td></td>
<td>44</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School of Graduate Studies</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Arts in Liberal Studies</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Arts in Teaching</td>
<td></td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Business Administration</td>
<td></td>
<td>33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Commercial Aviation</td>
<td></td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Education</td>
<td></td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Professional Accountancy</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science in Sport and Human Performance</td>
<td></td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science in Nursing</td>
<td></td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science in Community Development</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science in Social Justice &amp; Criminology</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science in Natural Sciences</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Specialist</td>
<td></td>
<td>21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doctor of Education</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doctor of Nursing Practice</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Undergraduate Degrees</strong></td>
<td></td>
<td>349</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Graduate Degrees</strong></td>
<td></td>
<td>139</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Degrees</strong></td>
<td></td>
<td>488</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Jackson State University

<table>
<thead>
<tr>
<th>Undergraduate</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Arts</td>
<td></td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Business Administration</td>
<td></td>
<td>89</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Music</td>
<td></td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Music Education</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science</td>
<td></td>
<td>449</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science Education</td>
<td></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Social Work</td>
<td></td>
<td>37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of University Studies</td>
<td></td>
<td>22</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Graduate

<table>
<thead>
<tr>
<th>Graduate</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Master of Arts</td>
<td></td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Arts in Teaching</td>
<td></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Business Administration</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Music Education</td>
<td></td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Professional Accountancy</td>
<td></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Public Health</td>
<td></td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Public Policy and Administration</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Institution</td>
<td>Degree to be Conferred</td>
<td>Number</td>
<td>Subtotal</td>
<td>Total</td>
</tr>
<tr>
<td>-------------</td>
<td>------------------------</td>
<td>--------</td>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>Mississippi State University</td>
<td>Master of Science</td>
<td>41</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science in Education</td>
<td>51</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Social Work</td>
<td>54</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Specialist in Education</td>
<td>22</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Doctor of Education</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Doctor of Philosophy</td>
<td>31</td>
<td></td>
<td></td>
</tr>
<tr>
<td>College of Agriculture and Life Sciences</td>
<td>Doctor of Public Health</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mississippi State University</td>
<td>Total Undergraduate Degrees</td>
<td>650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>College of Architecture, Art, and Design</td>
<td>Bachelor of Science</td>
<td>299</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Landscape Architecture</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science</td>
<td>21</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Doctor of Philosophy</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>College of Arts and Sciences</td>
<td>Bachelor of Applied Technology</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Arts</td>
<td>296</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science</td>
<td>431</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Social Work</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Arts</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Public Policy and Administration</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science</td>
<td>29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>College of Business</td>
<td>Doctor of Philosophy</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>College of Education</td>
<td>Bachelor of Business Administration</td>
<td>350</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Business Administration</td>
<td>44</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science Information Systems</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Doctor of Philosophy</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>College of Education</td>
<td>Bachelor of Music Education</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science</td>
<td>383</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Arts in Teaching</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Arts in Teaching Middle</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Arts in Teaching Secondary</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Arts in Teaching Special</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master of Science</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Graduate Degrees</td>
<td>242</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Degrees</td>
<td>892</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Institution | Degree to be Conferred | Number | Subtotal | Total |
--- | --- | --- | --- | --- |
 | Master of Science Instructional Technology | 5 | | |
 | Educational Specialist | 9 | | | |
 | Doctor of Philosophy | 13 | | |
**College of Engineering**

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Science</td>
<td>496</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science</td>
<td>42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Engineering</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doctor of Philosophy</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**College of Forest Resources**

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Science</td>
<td>64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doctor of Philosophy</td>
<td>9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**School of Accountancy**

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Accountancy</td>
<td>76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Professional Accountancy</td>
<td>27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Taxation</td>
<td>19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**College of Veterinary Medicine**

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Science</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Science</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doctor of Philosophy</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doctor of Veterinary Medicine</td>
<td>91</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Academic Affairs**

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of University Studies – C2C</td>
<td>34</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Undergraduate Degrees**

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Undergraduate Degrees</strong></td>
<td><strong>2634</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Graduate Degrees**

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Graduate Degrees</strong></td>
<td><strong>474</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Degrees**

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Degrees</strong></td>
<td><strong>3108</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Mississippi University for Women**

**Undergraduate**

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate of Science in Nursing</td>
<td>51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Applied Science</td>
<td>32</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Art</td>
<td>39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Business Administration</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Fine Art</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Music</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Professional Studies</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science</td>
<td>169</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor of Science in Nursing</td>
<td>74</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Graduate**

<table>
<thead>
<tr>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master of Art</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Business Administration</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Education</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master of Fine Art</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Institution</td>
<td>Degree to be Conferred</td>
<td>Number</td>
<td>Subtotal</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------------------------------</td>
<td>--------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td>Master of Public Health</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Master of Science</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Doctor of Nursing Practice</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td><strong>Total Undergraduate Degrees</strong></td>
<td></td>
<td></td>
<td>398</td>
</tr>
<tr>
<td><strong>Total Graduate Degrees</strong></td>
<td></td>
<td></td>
<td>30</td>
</tr>
<tr>
<td><strong>Total Degrees</strong></td>
<td></td>
<td></td>
<td>428</td>
</tr>
</tbody>
</table>

**Mississippi Valley State University**

<table>
<thead>
<tr>
<th>Degree</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Arts</td>
<td>18</td>
</tr>
<tr>
<td>Bachelor of Arts in Mass Communication</td>
<td>21</td>
</tr>
<tr>
<td>Bachelor of Music</td>
<td>2</td>
</tr>
<tr>
<td>Bachelor of Secondary Education</td>
<td>5</td>
</tr>
<tr>
<td>Bachelor of Science</td>
<td>166</td>
</tr>
<tr>
<td>Bachelor of Social Work</td>
<td>16</td>
</tr>
<tr>
<td><strong>Total Undergraduate Degrees</strong></td>
<td>228</td>
</tr>
<tr>
<td><strong>Total Graduate Degrees</strong></td>
<td>82</td>
</tr>
<tr>
<td><strong>Total Degrees</strong></td>
<td>310</td>
</tr>
</tbody>
</table>

**University of Mississippi**

<table>
<thead>
<tr>
<th>College of Liberal Arts</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Arts</td>
<td>579</td>
</tr>
<tr>
<td>Bachelor of Fine Arts</td>
<td>18</td>
</tr>
<tr>
<td>Bachelor of Music</td>
<td>13</td>
</tr>
<tr>
<td>Bachelor of Science</td>
<td>81</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School of Accountancy</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Accountancy</td>
<td>175</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School of Applied Sciences</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Arts in Parks and Recreation Administration</td>
<td>16</td>
</tr>
<tr>
<td>Bachelor of Science in Criminal Justice</td>
<td>89</td>
</tr>
<tr>
<td>Bachelor of Science in Exercise Science</td>
<td>131</td>
</tr>
<tr>
<td>Bachelor of Science</td>
<td>174</td>
</tr>
<tr>
<td>Bachelor of Social Work</td>
<td>30</td>
</tr>
<tr>
<td>Bachelor of Science in Law Studies</td>
<td>13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School of Business</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Business Administration</td>
<td>573</td>
</tr>
<tr>
<td>Institution</td>
<td>Degree to be Conferred</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td><strong>School of Engineering</strong></td>
<td>Bachelor of Engineering</td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Chemical Engineering</td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Civil Engineering</td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Computer Science</td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Electrical Engineering</td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Mechanical Engineering</td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Geological Engineering</td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science in Geology</td>
</tr>
<tr>
<td><strong>School of Journalism and New Media</strong></td>
<td>Bachelor of Arts in Journalism</td>
</tr>
<tr>
<td></td>
<td>Bachelor of Science</td>
</tr>
<tr>
<td><strong>General Studies</strong></td>
<td>Bachelor of General Studies</td>
</tr>
<tr>
<td></td>
<td>Bachelor of University Studies</td>
</tr>
<tr>
<td><strong>Graduate School</strong></td>
<td>Master of Accountancy</td>
</tr>
<tr>
<td></td>
<td>Master of Accountancy and Data Analytics</td>
</tr>
<tr>
<td></td>
<td>Master of Arts</td>
</tr>
<tr>
<td></td>
<td>Master of Business Administration</td>
</tr>
<tr>
<td></td>
<td>Master of Criminal Justice</td>
</tr>
<tr>
<td></td>
<td>Master of Education</td>
</tr>
<tr>
<td></td>
<td>Master of Fine Arts</td>
</tr>
<tr>
<td></td>
<td>Master of Music</td>
</tr>
<tr>
<td></td>
<td>Master of Science</td>
</tr>
<tr>
<td></td>
<td>Master of Taxation</td>
</tr>
<tr>
<td></td>
<td>Specialist in Education</td>
</tr>
<tr>
<td></td>
<td>Doctor of Education</td>
</tr>
<tr>
<td></td>
<td>Doctor of Philosophy</td>
</tr>
<tr>
<td><strong>Law School</strong></td>
<td>Juris Doctor</td>
</tr>
<tr>
<td><strong>School of Pharmacy</strong></td>
<td>Doctor of Pharmacy</td>
</tr>
</tbody>
</table>

**Total Undergraduate Degrees**               | 2711                                               |
**Total Graduate/ Professional Degrees**      | 691                                                |
**Total Degrees**                             | 3402                                               |

University of Mississippi Medical Center

<table>
<thead>
<tr>
<th>Undergraduate</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Science in Nursing</td>
<td>114</td>
</tr>
<tr>
<td>Bachelor of Science in Dental Hygiene</td>
<td>22</td>
</tr>
<tr>
<td>Bachelor of Science in Health Informatics and Information Management</td>
<td>6</td>
</tr>
<tr>
<td>Bachelor of Science in Health Science</td>
<td>18</td>
</tr>
<tr>
<td>Institution</td>
<td>Degree to be Conferred</td>
</tr>
<tr>
<td>-------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Bachelor of Science in Histotechnology</td>
<td>1</td>
</tr>
<tr>
<td>Bachelor of Science in Medical Laboratory Science</td>
<td>11</td>
</tr>
<tr>
<td>Bachelor of Science in Radiologic Sciences</td>
<td>36</td>
</tr>
<tr>
<td><strong>Graduate/Professional</strong></td>
<td></td>
</tr>
<tr>
<td>Master of Science in the School of Graduate Studies</td>
<td>84</td>
</tr>
<tr>
<td>Master of Science in the Bower School of Population Health</td>
<td>3</td>
</tr>
<tr>
<td>Master of Occupational Therapy</td>
<td>40</td>
</tr>
<tr>
<td>Master of Science in Nuclear Medicine Technology</td>
<td>2</td>
</tr>
<tr>
<td>Master of Science in Magnetic Resonance Imaging</td>
<td>2</td>
</tr>
<tr>
<td>Master of Science in Nursing</td>
<td>69</td>
</tr>
<tr>
<td>Master of Health Science</td>
<td>8</td>
</tr>
<tr>
<td>Doctor of Medicine</td>
<td>148</td>
</tr>
<tr>
<td>Doctor of Dental Medicine</td>
<td>33</td>
</tr>
<tr>
<td>Doctor of Philosophy</td>
<td>18</td>
</tr>
<tr>
<td>Doctor of Nursing Practice</td>
<td>16</td>
</tr>
<tr>
<td>Doctor of Physical Therapy</td>
<td>46</td>
</tr>
<tr>
<td>Doctor of Health Administration</td>
<td>9</td>
</tr>
<tr>
<td><strong>Total Undergraduate Degrees</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Graduate/Professional Degrees</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Degrees</strong></td>
<td></td>
</tr>
</tbody>
</table>

**University of Southern Mississippi**

*College of Arts and Sciences*

- Bachelor of Arts: 187
- Bachelor of Fine Arts: 35
- Bachelor of Interdisciplinary Studies: 6
- Bachelor of Liberal Studies: 44
- Bachelor of Music: 9
- Bachelor of Music Education: 20
- Bachelor of Science: 289
- Bachelor of University Studies: 14
- Master of Arts: 20
- Master of Fine Arts: 8
- Master of the Arts in Teaching of Language: 6
- Master of Music: 13
- Master of Music Education: 3
- Master of Science: 55
- Doctor of Musical Arts: 6
- Doctor of Philosophy: 48

*College of Business and Economic Development*

- Bachelor of Science: 9
- Bachelor of Science in Business Administration: 280
- Master of Business Administration: 20
- Master of Professional Accountancy: 6
Institution | Degree to be Conferred | Number | Subtotal | Total
---|---|---|---|---
Master of Science | 10 |

**College of Education and Human Sciences**

Bachelor of Arts | 12 |
Bachelor of Science | 259 |
Bachelor of Social Work | 33 |
Master of Arts | 9 |
Master of Arts in Teaching | 2 |
Master of Education | 23 |
Master of Library and Information Science | 20 |
Master of Science | 33 |
Master of Social Work | 51 |
Specialist in Education | 7 |
Doctor of Education | 5 |
Doctor of Philosophy | 18 |

**College of Nursing and Health Professions**

Bachelor of Arts | 26 |
Bachelor of Science | 52 |
Bachelor of Science in Nursing | 98 |
Master of Arts | 1 |
Master of Public Health | 6 |
Master of Science | 15 |
Master of Audiology | 7 |
Doctor of Nursing Practice | 5 |
Doctor of Philosophy | 4 |

**Total Undergraduate Degrees** | 1373 |
**Total Graduate Degrees** | 401 |
**Total Degrees** | 1774 |

**System Total** | 11,518 |

**FINANCE**

5. **MSU** – Approved the request to renew the current contract with Anthony Travel, LLC to continue providing comprehensive Travel Agency Services for MSU’s Athletic Department. The contract shall renew on May 18, 2019 and extend for a two-year term through May 17, 2021. The total cost for a two-year extension would be $197,056.87 with an option to renew for up to four (4) additional two-year terms. The originally-contracted annual management fee was $91,500.00 with a 3% annual increase throughout the term of the agreement. The contract will be funded by the Athletic Department. 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. MVSU – Approved the request to enter into a lease agreement with FedEx Trade Networks Transport and Brokerage, Inc. for the rental of the Student Union Annex located on the MVSU campus to provide eligible undergraduate and graduate students with part-time employment. The initial term of the agreement is for five (5) years with an option for renewal for two (2) additional 3-year terms for a total of eleven (11) years. The agreement shall commence on the date it is executed by the last party. The total rent revenue generated during the 5-year lease term is $447,013.80. The second three-year renewal total revenue generated during the 3-year term is $218,988 and the third three-year renewal total revenue generated during the 3-year term is $218,988. The total estimated amount of utilities as displayed in Agreement Exhibit C as $852.10, which would total $112,477.20 over 11 years. The agreement total for eleven years would equal $997,467. MVSU’s base rent is $10.50 per square foot, $2.36 for requested modifications. 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 amend the Lease Agreement with Bondu rant Holden Partnership (Bondu rant Holden) for 4,341 square feet of medical office space located at 1900 Grandview Drive in Grenada, Mississippi. The space is utilized by UMMC Grenada’s Women’s Health Clinic. The Amendment will extend the term of the Lease Agreement an additional five (5) years, adjust the rent for the new term, and add other required terms and conditions. The original term of the Lease Agreement was five (5) years. The Amendment will extend the term an additional five (5) years, for a total amended term of ten (10) years, from May 1, 2014, through April 30, 2024. The total cost of the amended Lease Agreement over the ten (10) year term is $665,693.05. The original Lease Agreement was approved for a total five (5) year cost of $308,428.05, including base rent of $11.00 per square foot and common area maintenance (CAM) costs of $3.21 per square foot. The Amendment will increase the base rent to $13.25 per square foot, and CAM remains the same at $3.21 per square foot. The cost of the Amendment over the five (5) year extended term is $357,265. The lease will be funded through 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 the request to enter into an agreement with Boston Scientific Corporation to purchase various consumable commodities and equipment for use during interventional cardiovascular procedures. The commodities and equipment include drug-eluting stents, catheters, and guidewires. In exchange for a commitment to purchase at least ninety percent (90%) of UMMC’s purchases of interventional cardiology products from Boston Scientific, UMMC will receive additional discounts and rebates on its purchases. The term of the agreement is twenty-four (24) months, June 1, 2019 through May 31, 2021. The total estimated cost over the twenty-four (24) month term is $2,522,695. UMMC has included a projected 5% annual growth in volume. 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.
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
April 18, 2019

9. **UMMC** – Approved the request to amend its agreement with Boston Scientific Corporation to extend the term of the agreement, update the procedure pricing program, amend the rebate program and add other required terms and conditions. The Board also approved the request to add or remove products covered by the Agreement without requiring prior submission for Board approval, so long as there is adequate funding remaining. The purpose of the Agreement is to secure discounted pricing from Boston Scientific for consumable commodities and equipment used specifically with the Watchman device. The device is used in cardiac procedures to reduce the risk of thromboembolism from the left atrial appendage in patients who are at increased risk for stroke and systemic embolism. The term of the amended Agreement is four (4) years and one (1) month, from May 1, 2017, through May 31, 2021. The original Agreement was for a term of twenty-five (25) months. The term of the amendment is two (2) years. The total estimated cost of the amended Agreement is $4,200,000. The total cost of the original Agreement was estimated to be $2,200,000. During the extended term, UMMC anticipates the need for an additional $2,000,000, which includes projected increases in procedure volume growth. 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.

10. **UMMC** – Approved the request to enter into a Testing and Balancing Services Agreement with Capital Air Balance, Inc. (CAB) to provide professional services related to the testing and balancing of the mechanical and plumbing systems related to the Children’s Hospital Expansion project. Throughout construction, certain tests will be performed to ensure that air pressure, water flow, air flow, and sequence of controls operation conform to the specifications required with the construction of the building. The term of the Agreement is three (3) years, beginning May 1, 2019, and ending April 30, 2022. The total cost of this Agreement is $252,560.00, which includes professional fees of $250,560.00 and an estimated cost of travel expenses. The Agreement will be funded by long-term and intermediate term fixed bond rates, state appropriations, patient revenues, and development 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.

11. **UMMC** – Approved the request to enter into the Fifth Amendment to the Standard License Agreement with Clinical Drug Information, LLC (CDI) (successor-in-interest to Wolters Kluwer Health, Inc.) for the Medi-Span drug databases. The Fifth Amendment will extend the current license term for one (1) additional year and add an insurance provision to the Agreement. The term of the amended Agreement is eight (8) years, beginning June 1, 2012, and ending May 31, 2020. The Fifth Amendment extends the Agreement by one (1) year. The estimated cost of the Fifth Amendment is $120,780. The total estimated cost of the amended agreement is $737,656. A breakdown of costs is included in the bound April 18, 2019 Board Working File. This agreement will be funded through hospital patient revenue for licenses utilized by UMMC, but for licenses for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client. 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 amend and restate the ground lease with The Meridian at Fondren, LLC (The Meridian) to revise terms required by The Meridian’s refinancing lenders. The ground lease is for a mixed-use development, including residential apartments, retail, and office space. The project is currently financed through a construction loan and it is time for the Lessee to refinance the project through a more traditional loan. The amended and restated agreement does not change the term of the ground lease. This is a forty (40) year ground lease with the option of two (2) twenty (20) year renewal terms. The effective dates of the ground lease are June 1, 2013, through May 31, 2053. The total estimated revenue to be earned under the ground lease agreement remains approximately $9,480,140. 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.

13. **UMMC** – Approved the request to enter into an agreement with the Mississippi Blood Services, Inc., (MBS) a non-profit organization, for the provision of a continuous supply of human blood and blood products to UMMC Grenada. MBS’s fees are not for the actual human blood or blood product itself, as all human blood or blood products are obtained through volunteer donors; rather, the fees are developed based upon the cost MBS incurs to collect, process (including required FDA testing), store, and distribute the human blood and/or blood products. The term of the agreement is for two (2) years and one (1) month, from June 1, 2019, through June 30, 2021. This expiration will be coterminous with UMMC’s agreement for its main campus locations. The total estimated cost of the Agreement over the twenty-five (25) month term is $808,392.87. Fees for the provision of the blood and blood products are fixed for the first year of the Agreement, and subject to price increases thereafter. UMMC has calculated a potential five percent (5%) price increase each year, as well as a potential five percent (5%) patient volume increase. 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.

14. **UMMC** – Approved the request to amend the agreement with the Mississippi Blood Services, Inc., (MBS) a non-profit organization, for blood and blood related products, to update pricing, allow for a Unit Incentive Plan rebate program, and add required terms and conditions. The Unit Incentive Plan rebate program will allow UMMC to receive an annual rebate payment based on the quantity of units of blood donated by the UMMC and the University of Mississippi. The purpose of the Agreement is to provide a continuous supply of blood and blood products for patients who require human blood and/or blood product transfusions. MBS’s fees are not for the actual human blood or blood product itself, as all human blood or blood products are obtained through volunteer donors; rather, the fees are developed based upon the cost MBS incurs to collect, process (including required FDA testing), store, and distribute the human blood and/or blood products. The Amendment does not change the term of the Agreement, which remains three (3) years, from July 1, 2018, through June 30, 2021. The Amendment does not change the total cost of the Agreement. The total estimated cost of the Agreement remains $36,808,486.99. Fees for the provision of the blood and blood products are fixed for the first year of the Agreement, and subject to price increases thereafter. UMMC has calculated a potential five percent
(5%) price increase each year, as well as a potential ten percent (10%) volume increase. 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.

15. UMMC – Approved the request to enter into an addendum to the Service Agreement with Tavoca Inc. (Tavoca) to extend the current term of the agreement and to enable the on-demand text messaging feature. UMMC will extend the use of Tavoca to additional departments and expand the type of automated messages that are sent to patients. The Board also approved the request for additional funding to support the extension in term and expansion of services. The system is an automated messaging system that UMMC utilizes to send all appointment-based messages, including reminders, no-show follow up, annual exam due notices, wellness messages, disease management messages, and emergency closing messages. Messages are sent via phone, text (SMS), and/or email. When patients are reminded of scheduled appointments or notified for necessary medical information, it greatly reduces the number of missed appointments, as well as causes of lost revenue for UMMC. The term of the amended agreement will be seventy-nine (79) months, from December 1, 2016, through June 30, 2023. The addendum will become effective on May 1, 2019 and extends the term of the agreement to June 30, 2023. The original agreement was set to end November 30, 2021. The total estimated cost of the amended agreement is $1,463,463.55. The original approved cost was $305,625.00; the estimated cost of the addendum is $1,157,838.55. 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.

REAL ESTATE

16. MSU – Approved the initiation of IHL 205-291, Preplan Transit Facility, and the appointment of Shafer Zahner Zahner, PLLC as the design professional. The project will is to preplan a new transit facility on the campus that includes architectural, structural, mechanical, plumbing, electrical, and required furnishings. MSU will submit a subsequent agenda item at a future board meeting to raise the project budget and better define the scope of the project once it has been determined by the design professional. The facility will consist of approximately 10,000 GSF. The proposed project budget is $150,000 for design fees only. Funds are available from Parking and Transit/MSU Funds ($150,000).

17. UM – Approved the initiation of IHL 207-452, Thad Cochran Natural Products Center – Roof Replacement, and the appointment of Shafer Zahner Zahner, PLLC as the design professional. This project will remove the existing 19-year-old, single ply membrane roof and replace it with a new 2-ply modified, twenty-year roof system. The proposed project budget is $1.4 million. Funds are available from Internal R&R Funds ($1,400,000).

18. UMMC – Approved the request to increase the budget for IHL 209-566, Day Surgery and Patient Care Units Expansion, from $11 million to $12,733,495, for an increase of $1,733,495. The Board also approved the request to modify the scope of the project. The original scope of the project was to expand the existing day surgery suite and provide design for the build-out of the shelled floors in the existing Critical Care Hospital and Adult Hospital. The future build-out will provide expansion of ICU, Psychiatric and Med/Surg
facilities. The new scope of work will build-out the remaining half of the 7th floor of the Adult Hospital for Medical / Surgical beds while providing design only for future Day Surgery, Psychiatric and ICU build-outs. Funds are available from UMMC SSA [Shared Services Account] – Building Improvement Funds ($12,733,495).

19. **MSU** – Approved the request to delete from inventory and demolish Building #2221 located in Stoneville, Mississippi. This building is a trailer house that is not used and is in poor condition and no longer serves the mission of the university. 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.

20. **UM** – Approved the request to sell 36.66 acres of real property located in Marion County, Arkansas via a Quitclaim Deed to Troy Hall at a sales price of $11,800. The transfer of this land will provide the Grantee all of the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, revision, remainder and easement thereto belonging or in otherwise appertaining. The University received two independent property appraisals for the property. The first appraisal was in the amount of $10,600. The second appraisal was in the amount of $13,000. The average of the two appraisals was $11,800. The University is selling the property for $11,800 which is the average of the two appraisals. The property description is included in the bound April 18, 2018 Board Working File. A Phase I Environmental Site Assessment (ESA) is not required for the sale of property. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. The Attorney General’s Office has reviewed and approved this item.

21. **UMMC** – Approved the request to Sole Source the HVAC Controls portion of IHL 209-566, Day Surgery and Patient Care Units Expansion, project as an extension of the existing Johnson Controls system. This project will build out the north shelled area of the 7th floor in the Adult Hospital for patient beds. Extending the existing Johnson Controls System as a sole source will insure the operational integrity of the existing building system. The estimated value of the existing Johnson Controls EMCS is approximately $960,000. The probable cost of the project EMCS modifications is $160,000 for a 16.7% 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. The project budget is $12,733,495. Funds are available from UMMC SSA [Shared Services Account] – Building Improvement Funds ($12,733,495). The Attorney General’s Office has reviewed and approved this item.

**LEGAL**

22. **MSU** – Approved the request to modify a contract with Brown & Langston, PLLC, to provide services necessary in assisting the University with real estate matters. This contract originated May 17, 2012 and has been renewed with Modifications #1 - #6, each extending the term for one year. Modification #7 will extend the term of the contract for one (1) year or through May 16, 2020. The original rate of $165 per hour remains unchanged with the total amount payable during the extension period not to exceed $10,000. All other provisions of the Agreement for Legal Services dated May 17, 2012 shall remain in effect.
This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000 for all claims. The Modification has been approved by the Office of the Attorney General.

23. MSU – Approved the request to modify a contract with Mendelsohn Dunleavy, P.C. to perform services necessary in the practice area of intellectual property and specifically concerning the filing and prosecution of patent applications. This contract originated May 1, 2016, renewed by Modifications #1 and #2, with Modification #2 extending the term for one (1) year or until April 30, 2019. Modification #3 will extend the term of the contract for one (1) year or until April 30, 2020. The firm will continue to provide legal representation at the original hourly rates ranging from $195 to $325 for attorneys and $100 per hour for paralegals with a maximum amount payable under this extension period of $75,000. All other provisions of the Contractual Agreement for Legal Services effective May 1, 2016 shall remain in effect. This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $3,000,000 for all claims. This Modification has been approved by the Office of Attorney General.

24. UMMC – Approved the request to amend its contract with Watkins & Eager, PLLC, to provide legal services related to real estate and employment related matters. The term of this contract is July 1, 2018 through June 30, 2019. The Board approved the request to expand the scope of services under this agreement to include the provision of strategic and operational services and support for institutional leadership, as well as building and sustaining effective working relationships with internal and external constituents. The Board also approved the request to increase the maximum amount payable under this contract from $350,000 to $575,000 for the remainder of its term. All other provisions of the original contract, as well as the modification of hourly rates approved in February, remain unchanged. This firm has increased its professional liability insurance coverage to $20,000,000 per claim with an annual aggregate of $20,000,000. This Modification has been approved by the Office of the Attorney General.

PERSONNEL REPORT

25. EMPLOYMENT

Mississippi Valley State University
Gwendolyn Vaughn; rehired retiree; Instructor of Health, Physical Education and Recreation; salary of $30,000 per annum, pro rata, E&G Funds; 9-month contract; effective January 15, 2019

University of Mississippi
- Wesley Jennings; hired with tenure; Chair and Professor of Legal Studies; salary of $166,500 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019
- Brian Boutwell; hired with tenure; Associate Professor of Legal Studies; salary of $97,000 per annum, pro rata; E&G Funds; 9-month contract; effective August 22, 2019
26. **TENURE**

**Mississippi Valley State University**
- Rochelle Cobbs; *promotion to* Associate Professor; Department of Criminal Justice; effective August 19, 2019
- Kalanya Moore; Assistant Professor; Department of Teacher Education; effective August 19, 2019
- Edwards Morse; *promotion to* Associate Professor; Department of Fine Arts; effective August 19, 2019
- Mary Shepherd; *promotion to* Associate Professor; Department of Business Administration; effective August 19, 2019
- Jimmie Warren; *promotion to* Associate Professor; Department of Business Administration; effective August 19, 2019

**Mississippi State University**
- Heather D. Alexander; *promotion to* Associate Professor; Department of Forestry; effective August 16, 2019
- Kathleen M. Alley; *promotion to* Associate Professor; Department of Curriculum Instruction and Special Education; effective August 16, 2019
- John E. Ball; *promotion to* Associate Professor; Department of Electrical and Computer Engineering; effective August 16, 2019
- Davy M. Belk; Professor; Department of Aerospace Engineering; effective July 1, 2019
- Linkan Bian; Associate Professor; Department of Industrial & Systems Engineering; effective August 16, 2019
- Paul E. Binford; *promotion to* Associate Professor; Department of Curriculum, Instruction and Special Education; effective August 16, 2019
- Matthew W. Brown; *promotion to* Associate Professor; Department of Biological Sciences; effective August 16, 2019
- Anna Cathey Linhoss; *promotion to* Associate Professor; Department of Agricultural and Biological Engineering; effective August 16, 2019
- Wen-Hsing Cheng; *promotion to* Professor; Department of Food Science, Nutrition and Health Promotion; effective August 16, 2019
- Heejin Cho; Associate Professor; Department of Mechanical Engineering; effective August 16, 2019
- Melody P. Dale; *promotion to* Associate Professor; General Library; effective July 1, 2019
- Padmanava Dash, Jr.; *promotion to* Associate Professor; Department of Geosciences; effective August 16, 2019
- Darrin Dodds; Professor; Department of Plant and Soil Sciences; effective July 1, 2019
- Stephen France; *promotion to* Associate Professor; Department of Marketing, Quantitative Analysis and Business Law; effective August 16, 2019
• Rinat Gabitov; promotion to Associate Professor; Department of Geosciences; effective August 16, 2019
• Daniel L. Gadke; Associate Professor; Department of Counseling, Educational Psychology and Foundations; effective July 1, 2019
• Jacob A. Gines; promotion to Associate Professor; Department of Architecture; effective August 16, 2019
• Laura Greenhaw; promotion to Associate Professor; School of Human Sciences; effective August 16, 2019
• W. Brien Henry; Professor; Department of Plant and Soil Sciences; effective July 1, 2019
• Michele M. Herrmann; promotion to Associate Professor; Department of Building Construction Science; effective August 16, 2019
• Megan E. Holmes; promotion to Associate Professor; Department of Kinesiology; effective August 16, 2019
• George E. Howell III; promotion to Associate Professor; Department of Basic Sciences; effective August 16, 2019
• Barbara Kaplan; promotion to Associate Professor; Department of Basic Sciences; effective August 16, 2019
• L. Jason Krutz; Professor; Department of Plant and Soil Sciences; effective July 1, 2019
• Sang Joon Lee; promotion to Associate Professor; Department of Instructional Systems and Workforce Development; effective August 16, 2019
• Caleb O. Lemley; promotion to Associate Professor; Department of Animal and Dairy Sciences; effective August 16, 2019
• Stephanie M. Lemley; promotion to Associate Professor; Department of Curriculum, Instruction and Special Education; effective August 16, 2019
• Melanie E. Loehwing; promotion to Associate Professor; Department of Communication; effective August 16, 2019
• Nicole Miller; promotion to Associate Professor; Department of Curriculum, Instruction and Special Education; effective August 16, 2019
• Danielle K. Molina; promotion to Associate Professor; Department of Educational Leadership; effective August 16, 2019
• Prakash N. Patil; promotion to Professor; Department of Mathematics and Statistics; effective August 16, 2019
• Philip S. Poe; promotion to Associate Professor; Department of Communication; effective August 16, 2019
• Michael Potter; promotion to Associate Professor; Department of Political Science and Public Administration; effective August 16, 2019
• Rajkumar K. Prabhu; promotion to Associate Professor; Department of Agricultural and Biological Engineering; effective August 16, 2019
• Neeraj Rai; promotion to Associate Professor; Department of Chemical Engineering; effective August 16, 2019
• Pamela K. Scott-Bracey; promotion to Associate Professor; Department of Instructional Systems and Workforce Development; effective August 16, 2019
• Keun Seok Seo; promotion to Associate Professor; Department of Basic Sciences; effective August 16, 2019
• Courtney M. Siegert; promotion to Associate Professor; Department of Forestry; effective August 16, 2019
• Chartrisa LaShan Simpson; promotion to Associate Professor; Department of Agricultural and Biological Engineering; effective August 16, 2019
• JohnEric W. Smith; promotion to Associate Professor; Department of Kinesiology; effective August 16, 2019
• Alvaro G. Taboada; promotion to Associate Professor; Department of Finance and Economics; effective August 16, 2019
• Clayton T. Walden; Associate Professor; Department of Industrial and Systems Engineering; effective July 1, 2019
• Kelley Wamsley; promotion to Associate Professor; Department of Poultry Science; effective July 1, 2019
• Rodney T. Wilson; promotion to Associate Professor; Department of Psychology; effective August 16, 2019
• Wei Zhai; promotion to Associate Professor; Department of Poultry Science; effective July 1, 2019

27. SABBATICAL

Mississippi Valley State University
Matthewos Eshete; Professor of Chemistry; from salary of $57,098 per annum, pro rata; Ayers Funds; 9-month contract; to salary of $28,549 for sabbatical period; Ayers Funds; effective August 19, 2019 to May 11, 2020; professional development

University of Mississippi
FROM: 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
[Originally approved by IHL Board February 21, 2019]
CORRECTED: 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; professional development
FROM: 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.)

[Originally approved by IHL Board February 21, 2019]
CORRECTED: 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; professional development (Contingent on being awarded tenure by July 1.)

University of Southern Mississippi
- Jennifer Torres; Professor of Art; from salary of $77,000 per annum, pro rata; E&G Funds; 9-month contract; to salary of $38,500 for sabbatical period; E&G Funds; effective August 19, 2019 to December 31, 2019; professional development.
- Allen Hajnal; Associate Professor of Psychology; from salary of $63,568 per annum, pro rata; E&G Funds; 9-month contract; to salary of $31,784 for sabbatical period; E&G Funds; effective August 19, 2019 to December 31, 2019; professional development.
- Sherita Johnson; Associate Professor of English; from salary of $57,977 per annum, pro rata; E&G Funds; 9-month contract; to salary of $28,988 for sabbatical period; E&G Funds; effective August 19, 2019 to December 31, 2019; professional development.
- Christopher Miles; Associate Professor of Foreign Languages; from salary of $70,558 per annum, pro rata; E&G Funds; 9-month contract; to salary of $35,279 for sabbatical period; E&G Funds; effective January 6, 2020 to May 15, 2020; professional development.
- Dave Davies; Professor of Mass Communication; from salary of $98,060 per annum, pro rata; E&G Funds; 9-month contract; to salary of $49,030 for sabbatical period; E&G Funds; effective January 6, 2020 to May 15, 2020; professional development.
- Huiqing Zhu; Associate Professor of Mathematics; from salary of $57,154 per annum, pro rata; E&G Funds; 9-month contract; to salary of $28,577 for sabbatical period; E&G Funds; effective January 6, 2020 to May 15, 2020; professional development.
- Kyle Zelner; Associate Professor of History; from salary of $76,400 per annum, pro rata; E&G Funds; 9-month contract; to salary of $38,200 for sabbatical period; E&G Funds; effective January 6, 2020 to May 15, 2020; professional development.
- Joe Weinberg; Associate Professor of Political Science; from salary of $56,118 per annum, pro rata; E&G Funds; 9-month contract; to salary of $28,059 for sabbatical period; E&G Funds; effective January 6, 2020 to May 15, 2020; professional development.

ADMINISTRATION/POLICY
28. ASU – Approved the request to bestow one honorary degree at its May 2019 commencement ceremony. Supporting documents are on file at the Board Office.
ACADEMIC AFFAIRS
Presented by Trustee Alfred McNair, Chair

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

1. SYSTEM – Approved amendments to Board Policy 407.01 General Policy and the new policy 407.02 Evaluating Teaching and waived the requirement for a second reading as mandated by Board Policy 201.0302 Procedures for Changing Board Policies and Adopting New Policies.

407 EVALUATION OF EMPLOYEES

407.01 GENERAL POLICY
Institutions shall have evaluation procedures for all employees, which shall include annual evaluations of all tenure track faculty. A general description of procedures shall be filed with the Commissioner.

407.02 EVALUATING TEACHING
The method of annually evaluating the quality of teaching may employ multiple sources of data appropriate to the discipline. At a minimum, students enrolled in the course shall have the opportunity to provide written feedback about the faculty member’s teaching effectiveness to the faculty member, department chair/head and academic dean.

FINANCE AGENDA
Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. On motion by Trustee Duff, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Duff, seconded by Trustee Cunningham, all Trustees legally present and participating voted unanimously to approve item #3. Trustee Gee Ogletree recused himself from voting on item #4 on the Finance Agenda by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Duff, seconded by Trustee Starr, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #4. Trustee Ogletree returned to the room following the conclusion of the discussion and vote on item #4.

1. SYSTEM – Approved the overview of the FY 2020 appropriations from the Legislature and the final allocation of Education & General Support appropriations to the eight universities along with Legislative earmarks, subsidiary programs, agricultural units, and the University of Mississippi Medical Center. (See Composite Exhibit 1.)

2. SYSTEM – Approved the proposed increases in resident and non-resident tuition rates at all institutions and for certain professional schools at Mississippi State University, the Mississippi University for Women, the University of Mississippi, the University of Mississippi Medical Center, and the University of Southern Mississippi effective FY 2020. (See Composite Exhibit 2.) The Board approved the proposed increases in room and...
board rates at all institutions effective FY 2020. *(See Composite Exhibit 3.)* The Board waived the requirement of a thirty-day review as required by Board Policy 702.04 Approval Process, subsection C Consideration of Requests.

3. **SYSTEM** – Approved the request that any FY 2020 salary increases should be based on one or more of the following: 1) meritorious performance, 2) market or equity adjustments, 3) faculty/staff promotions, and 4) for pay raises not to exceed 2% provided in Section 44 of Senate Bill 3005, Section 21 of Senate Bill 3008 and Section 4 of Senate Bill 3009 of the 2019 Regular Session. Salary increase decisions may be made at the discretion of the Commissioner (for the Executive Office) or the Institutional Executive Officer (for the campuses). These salary guidelines will apply to all university employees regardless of funding source or types of increases awarded.

4. **SYSTEM** – Approved the request to purchase Third Party Administration (TPA) Services for the self-insured workers’ compensation and tort plans from Amfed Companies. The purpose of the contract is to utilize the services of a TPA to effectively handle claims for the IHL self-insured workers’ compensation and tort plans. This is a four-year contract, from July 1, 2019, to June 30, 2023. The contract will be for a guaranteed fixed price which over the four-year term will total $1,740,942. Amfed also will receive a variable amount based upon 15% of savings realized under the Mississippi Workers’ Compensation Fee Schedule. The contract will be funded from the IHL Self-Insured Workers’ Compensation Plan and the IHL Self-Insured Tort Plan. These plans are funded through annual assessments which are charged to the universities based upon actuarial opinions. 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.

**LEGAL AGENDA**
Presented by Trustee Ann Lamar, Chair

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

- **UMMC** – Settlement of IHL Self-Insured Workers’ Compensation Program Claim No. 55-41094-1. *(THIS ITEM WAS MOVED TO EXECUTIVE SESSION FOR CONSIDERATION.)*

**INFORMATION AGENDA**
Presented by Commissioner Alfred Rankins, Jr.

**FINANCE**

1. **SYSTEM** – The Mississippi Information Technology Services (MS-ITS) Board approved the purchase of ERSI software and related support for the IHL System. The Attorney General’s staff assigned to the MS-ITS have reviewed the agreements. The agreements are between ERSI, Inc. and MS-ITS behalf of the IHL System.
2. **UM** – On February 21, 2019, the Board approved the Sublease between UM and the Ole Miss Athletics Foundation (OMAF). Subsequent to the February meeting, UM and OMAF amended the Sublease to identify BankPlus as the Lender.

3. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request to enter into Amendment #2 to the SmartLinx Medical Device Information System Agreement with Capsule Tech, Inc. to extend the standard maintenance term and to allow for the purchase of additional hardware as needed. The Capsule agreement is for the SmartLinx device integration software and associated hardware that allows UMMC to integrate various medical devices into Epic. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The amendment to the SmartLinx Medical Device Information System Agreement is between Capsule Tech, Inc. and MS-ITS on behalf of UMMC.

**REAL ESTATE**

4. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the March 21, 2019 Board meeting in accordance with Board Policy 904 Board Approval. *(See Exhibit 4.)*

**LEGAL**

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

6. **SYSTEM** – Trustee Ann Lamar, as Board Legal Committee Chair, on behalf of the Board, has approved the agency’s emergency request to contract with attorneys Mark Waggoner and Christine Hart of Hand Arendall, LLC as outside counsel for the provision of legal services. The hourly rate will be $195 with a maximum amount payable under the contract of $40,000.

**ADMINISTRATION/POLICY**

7. **SYSTEM** – 2019 Spring Commencement Schedules

   **Alcorn State University**
   
   Time/Date: 8:30 a.m., Saturday, May 4, 2019
   Location: Davey L. Whitney Health and Physical Education Complex
   Speaker: Mr. Leo Denault, Chairman & Chief Executive Officer, Entergy Corporation

   **Delta State University**
   
   Graduate and College of Nursing & Health Sciences
   Time/Date: 10:00 a.m., Friday, May 3, 2019
   Location: Bologna Performing Arts Center
   Speaker: Mr. Josh West, CEO of Blue Delta Jeans in Oxford, MS

   Undergraduate
   Time/Date: 2:00 p.m., Friday, May 3, 2019
   Location: Bologna Performing Arts Center
   Speaker: Mr. Josh West, CEO of Blue Delta Jeans in Oxford, MS
Jackson State University

Graduate
Time/Date: 4:00 p.m., Friday, May 3, 2019
Location: Lee E. Williams Athletics and Assembly Center
Speaker: Alum Bishop Ronnie Crudup, Pastor of New Horizon Church International
Jackson, MS

Undergraduate
Time/Date: 8:00 a.m., Saturday, May 4, 2019
Location: Mississippi Veterans Memorial Stadium
Speaker: Retired Brigadier General Robert Crear, CEO of The Crear Group Consulting

Mississippi State University

Meridian Campus
Time/Date: 11:00 a.m., Thursday, May 2, 2019
Location: MSU Riley Center
Speaker: Dr. Malcolm Portera, 16th President of Mississippi State University, 1998-2001

Starkville Campus, Undergraduate
College of Business, College of Education
Time/Date: 3:30 p.m., Thursday, May 2, 2019
Location: Humphrey Coliseum
Speaker: Major General Janson D. Boyles, Adjutant General of Mississippi, Mississippi National Guard

College of Arts & Sciences, College of Architecture, Art & Design, College of Veterinary Medicine
Time/Date: 9:30 a.m., Friday, May 3, 2019
Location: Humphrey Coliseum
Speaker: Major General Janson D. Boyles, Adjutant General of Mississippi, Mississippi National Guard

Bagley College of Engineering, College of Agriculture & Life Sciences, College of Forest Resources, University Studies
Time/Date: 3:30 p.m., Friday, May 3, 2019
Location: Humphrey Coliseum
Speaker: Major General Janson D. Boyles, Adjutant General of Mississippi, Mississippi National Guard

Mississippi University for Women

College of Nursing and Heal th Sciences
Time/Date: 10:00 a.m., Saturday, May 11, 2019
Location: Rent Auditorium, Whitfield Hall
Speaker: Colonel Samantha Weeks, Wing Commander at Columbus Air Force Base

College of Arts, Sciences and Education, and College of Business and Professional Studies
Time/Date: 2:00 p.m., Saturday, May 11, 2019
Location: Rent Auditorium, Whitfield Hall
Speaker: Colonel Samantha Weeks, Wing Commander at Columbus Air Force Base
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 March 28, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and the MSU Research & Technology Corporation for space at the NASA Stennis Space Center. The modification increases the square footage of space to be leased by 369 square feet or from 4,232 square feet to 4,601 square feet. The annual cost per square foot remains the same at $17.65/sf. Monthly rent will increase by $542.74 or a total increase of $3,256.44 over the remaining 5 months of the current agreement term. All other terms of the Lease Agreement 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.
b. **UM** – On March 13, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Mississippi and the Mississippi Office of the State Auditor for approximately 1,885 square feet of office space located at 2301 South Lamar Blvd., Oxford, MS. This is a revenue generating agreement with an initial term of 5-years beginning May 1, 2019. The OSA will pay rent in the amount of $825 per month for this 5-year term. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

c. **USM** – On March 13, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Southern Mississippi and the USM Sigma Nu Housing Corporation for the lease of USM Building #883 located at 118 Fraternity Drive, Hattiesburg on the USM campus for the purpose of fraternity housing. The term of the lease is one academic year beginning Fall 2019 at a cost of $1.00. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

---

**ALCORN STATE UNIVERSITY BOARD SEARCH COMMITTEE REPORT**

**Wednesday, April 17, 2019**

The teleconference committee meeting was called to order by Chairman Shane Hooper at approximately 8:00 a.m.

1. **Executive Session**

   On motion by Trustee Luckey, with Trustee Parker 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 Lamar, seconded by Trustee Luckey, with Trustee Parker 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 a personnel matter at Alcorn State University.

   **During Executive Session, the following matter was discussed:**

   The Committee conducted second round interviews for the position of president at Alcorn State University. **No action was taken.**

   On motion by Trustee Lamar, seconded by Trustee Morgan, all Committee members legally present and participating voted unanimously to return to open session.

2. **On motion by Trustee Lamar, seconded by Trustee Morgan, all Committee members legally present and participating voted unanimously to adjourn.**

The following Committee members participated: Mr. Shane Hooper (Chair), Ms. Ann Lamar, Ms. Jeanne Luckey, Mr. Chip Morgan, and Mr. Hal Parker.
ACADEMIC AFFAIRS
COMMITTEE REPORT
Wednesday, April 17, 2019

The meeting was called to order by Chairman Alfred McNair, Jr. at approximately 1:15 p.m. The following items were discussed.

1. **MSU** – On motion by Trustee McNair, seconded by Trustee Luckey, all Committee members legally present and participating voted unanimously to authorize the university to plan a Master of Science in Computational Biology degree (CIP 26.1104) program.

2. **MSU** – On motion by Trustee McNair, seconded by Trustee Starr, all Committee members legally present and participating voted unanimously to approve to authorize the university to plan a Doctor of Philosophy in Computational Biology degree (CIP 26.1104) program.

3. **UM** – On motion by Trustee McNair, seconded by Trustee Dye, all Committee members legally present and participating voted unanimously to authorize the university to plan a Bachelor of Arts in Allied Health Studies degree (CIP 51.0000) program.

4. By consensus, the Committee adjourned.

The following Committee members were present: Dr. Alfred McNair, Jr. (Chair) (by phone), Dr. Ford Dye, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, and Dr. Walt Starr.

FINANCE COMMITTEE REPORT
Wednesday, April 17, 2019

The meeting was called to order by Chairman Tom Duff at approximately 1:30 p.m. The following items were discussed.

1. The Committee received a financial update on Delta State University. **No action was taken.**

2. Representatives from the external auditors, CliftonLarsonAllen, presented an overview of 2018 findings of the audit of Delta State University. **No action was taken.**

3. By consensus, the Committee adjourned.

The following Committee members were present: Mr. Tom Duff (Chair), Dr. Steven Cunningham, Ms. Ann Lamar, Mr. Gee Ogletree, and Mr. Hal Parker.
HEALTH AFFAIRS
COMMITTEE REPORT
Wednesday, April 17, 2019

The meeting was called to order by Chairman Ford Dye at approximately 3:00 p.m. The following items were discussed.

1. Executive Session
   On motion by Trustee McNair, 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 Lamar, seconded by Trustee Parker, all Committee members 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 strategic business plans related to a public hospital.

   During Executive Session, the following matters were discussed:
   The Committee discussed the strategic business plans related to a public hospital. No action was taken.
   On motion by Trustee Starr, seconded by Trustee Lamar, all Committee members legally present and participating voted unanimously to return to open session.

2. On motion by Trustee Lamar, seconded by Trustee Parker, 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, Dr. Alfred McNair, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. Walt Starr.

ALCORN STATE UNIVERSITY BOARD
SEARCH COMMITTEE REPORT
Thursday, April 18, 2019

The teleconference committee meeting was called to order by Chairman Shane Hooper at approximately 8:30 a.m.

3. Executive Session
   On motion by Trustee Lamar, 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 Lamar, seconded by Trustee Morgan, 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 a personnel matter at Alcorn State University.

   During Executive Session, the following matter was discussed:
   The Committee discussed a personnel matter at Alcorn State University. No action was taken.

   On motion by Trustee Lamar, seconded by Trustee Parker, all Committee members legally present and participating voted unanimously to return to open session.
4. On motion by Trustee Lamar, seconded by Trustee Parker, all Committee members legally present and participating voted unanimously to adjourn. The following Committee members participated: Mr. Shane Hooper (Chair), Ms. Ann Lamar, Ms. Jeanne Luckey, Mr. Chip Morgan, and Mr. Hal Parker.

ANNOUNCEMENTS

- President Hooper announced that the next Board meeting will be May 16, 2019 at the Board Office. He thanked the Student Government Association presidents and officers for what they done for the system and the universities.
- President Hooper passed the gavel to President-Elect Hal Parker who will begin his term on May 8, 2019. Trustee Parker presented President Hooper with a plaque commemorating his year of service as Board President.

EXECUTIVE SESSION

On motion by Lamar, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Lamar, seconded by Duff, all Trustees legally present and participating voted unanimously to enter into Executive Session for the reasons reported to the public and stated in these minutes, as follows:

Discussion of a litigation matter at the University of Mississippi Medical Center,
Discussion of two personnel matters at the University of Mississippi; and
Discussion of one personnel matter at Alcorn State University.

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

On motion by Ogletree, seconded by Cunningham, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Worker’s Compensation Claim No. 55-41094-1, styled Kenneth Walker vs. UMMC, et. al., as recommended by counsel.

The Board discussed two personnel matters at the University of Mississippi. No action was taken.

The Board discussed a personnel matter at Alcorn State University. No action was taken.

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

There being no further business to come before the Board, on motion by Trustee Lamar, seconded by Trustee Ogletree, all Trustees legally present and participating voted unanimously to adjourn the meeting.

____________________________________________________________

President, Board of Trustees of State Institutions of Higher Learning

____________________________________________________________

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

Composite Exhibit 1  FY 2020 appropriations and final appropriation allocation.

Composite Exhibit 2  Proposed increases in resident and non-resident tuition rates at all institutions and for certain professional schools at Mississippi State University, the Mississippi University for Women, the University of Mississippi, the University of Mississippi Medical Center, and the University of Southern Mississippi effective FY 2020 for final approval.

Composite Exhibit 3  Proposed increases to the Room and Board rates for all institutions effective FY 2020 for final approval.

Exhibit 4  Real Estate items that were approved by the IHL Board staff subsequent to the March 21, 2019 Board meeting.

Exhibit 5  Report of the payment of legal fees to outside counsel.
## FY 2020 Education & General (Campus Funds)

<table>
<thead>
<tr>
<th>Institution</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Difference</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcorn State University</td>
<td>$18,625,737</td>
<td>$19,390,434</td>
<td>$764,697</td>
<td>4.1%</td>
</tr>
<tr>
<td>Delta State University</td>
<td>20,041,879</td>
<td>20,483,007</td>
<td>441,128</td>
<td>2.2%</td>
</tr>
<tr>
<td>Jackson State University</td>
<td>35,992,814</td>
<td>37,266,865</td>
<td>1,274,051</td>
<td>3.5%</td>
</tr>
<tr>
<td>Mississippi State University</td>
<td>87,722,731</td>
<td>90,361,410</td>
<td>2,638,679</td>
<td>3.0%</td>
</tr>
<tr>
<td>Mississippi University for Women</td>
<td>14,974,667</td>
<td>15,435,848</td>
<td>461,181</td>
<td>3.1%</td>
</tr>
<tr>
<td>Mississippi Valley State University</td>
<td>12,839,133</td>
<td>13,162,240</td>
<td>323,107</td>
<td>2.5%</td>
</tr>
<tr>
<td>University of Mississippi</td>
<td>77,572,389</td>
<td>80,390,730</td>
<td>2,818,341</td>
<td>3.6%</td>
</tr>
<tr>
<td>University of Southern</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mississippi</td>
<td>73,984,914</td>
<td>77,018,273</td>
<td>3,033,359</td>
<td>4.1%</td>
</tr>
<tr>
<td>Subtotal</td>
<td>341,754,264</td>
<td>353,508,806</td>
<td>11,754,542</td>
<td>3.4%</td>
</tr>
<tr>
<td>STEM Funds</td>
<td>3,300,000</td>
<td>1,000,000</td>
<td>(2,300,000)</td>
<td>-69.7%</td>
</tr>
<tr>
<td>Other Campus Capital Funds</td>
<td>-</td>
<td>14,500,000</td>
<td>14,500,000</td>
<td>100.0%</td>
</tr>
<tr>
<td>Campus Total (excl. Ayers)</td>
<td>$345,054,264</td>
<td>$369,008,806</td>
<td>$23,954,542</td>
<td>6.9%</td>
</tr>
</tbody>
</table>
# FY 2020 Separately Budgeted Units

<table>
<thead>
<tr>
<th></th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Change</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Financial Aid</td>
<td>$39,661,874</td>
<td>$41,721,546</td>
<td>$2,059,672</td>
<td>5.19%</td>
</tr>
<tr>
<td>University of Mississippi Medical Center</td>
<td>158,489,701</td>
<td>172,873,959</td>
<td>14,384,258</td>
<td>9.08%</td>
</tr>
</tbody>
</table>
## FY 2020 Agricultural Programs

<table>
<thead>
<tr>
<th>Program</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Change</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU Agricultural</td>
<td>$6,317,732</td>
<td>$6,431,464</td>
<td>$113,732</td>
<td>1.80%</td>
</tr>
<tr>
<td>Agricultural &amp; Forestry Experiment Station</td>
<td>23,036,610</td>
<td>23,338,327</td>
<td>$301,717</td>
<td>1.31%</td>
</tr>
<tr>
<td>Mississippi Cooperative Extension</td>
<td>29,812,427</td>
<td>30,339,497</td>
<td>$527,070</td>
<td>1.77%</td>
</tr>
<tr>
<td>Forest &amp; Wildlife Research Center</td>
<td>5,724,218</td>
<td>5,798,433</td>
<td>$74,215</td>
<td>1.30%</td>
</tr>
<tr>
<td>College of Veterinary Medicine</td>
<td>17,722,083</td>
<td>18,108,170</td>
<td>$386,087</td>
<td>2.18%</td>
</tr>
<tr>
<td>Agricultural Total</td>
<td>$82,613,070</td>
<td>$84,015,891</td>
<td>$1,402,821</td>
<td>1.70%</td>
</tr>
</tbody>
</table>
## FY 2020 Subsidiary Programs

<table>
<thead>
<tr>
<th>Inst.</th>
<th>Subsidiary</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Change</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board</td>
<td>Executive Office</td>
<td>$7,256,324</td>
<td>$7,371,089</td>
<td>$114,765</td>
<td>1.58%</td>
</tr>
<tr>
<td>JSU</td>
<td>Urban Research Center</td>
<td>448,976</td>
<td>454,878</td>
<td>$5,902</td>
<td>1.31%</td>
</tr>
<tr>
<td>MSU</td>
<td>Advanced Vehicular Studies</td>
<td>4,430,484</td>
<td>4,476,980</td>
<td>$46,496</td>
<td>1.05%</td>
</tr>
<tr>
<td>MSU</td>
<td>State Chemical Laboratory</td>
<td>1,603,486</td>
<td>1,628,395</td>
<td>$24,909</td>
<td>1.55%</td>
</tr>
<tr>
<td></td>
<td>Water Resources Research</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MSU</td>
<td>Institute</td>
<td>357,031</td>
<td>357,031</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>MSU</td>
<td>Stennis Institute</td>
<td>751,919</td>
<td>759,856</td>
<td>$7,937</td>
<td>1.06%</td>
</tr>
<tr>
<td>UM</td>
<td>Law Research Institute</td>
<td>779,740</td>
<td>814,188</td>
<td>$34,448</td>
<td>4.42%</td>
</tr>
<tr>
<td>UM</td>
<td>Mineral Resources Institute</td>
<td>337,191</td>
<td>342,520</td>
<td>$5,329</td>
<td>1.58%</td>
</tr>
<tr>
<td></td>
<td>Research Inst. of Pharmaceutical Sciences</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UM</td>
<td>Sciences</td>
<td>3,164,616</td>
<td>3,333,813</td>
<td>$169,197</td>
<td>5.35%</td>
</tr>
<tr>
<td>UM</td>
<td>Supercomputer</td>
<td>631,890</td>
<td>636,986</td>
<td>$5,096</td>
<td>0.81%</td>
</tr>
<tr>
<td>UM</td>
<td>Small Business Center</td>
<td>246,433</td>
<td>257,571</td>
<td>$11,138</td>
<td>4.52%</td>
</tr>
<tr>
<td>UM</td>
<td>Center for Manufacturing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UM</td>
<td>Excellence</td>
<td>2,709,149</td>
<td>2,736,784</td>
<td>$27,635</td>
<td>1.02%</td>
</tr>
<tr>
<td>UM</td>
<td>State Court Education Program</td>
<td>1,621,680</td>
<td>1,725,680</td>
<td>$104,000</td>
<td>6.41%</td>
</tr>
<tr>
<td>USM</td>
<td>Mississippi Polymer Institute</td>
<td>588,087</td>
<td>596,206</td>
<td>$8,119</td>
<td>1.38%</td>
</tr>
<tr>
<td>USM</td>
<td>Gulf Coast Research Laboratory</td>
<td>7,965,081</td>
<td>8,039,834</td>
<td>$74,753</td>
<td>0.94%</td>
</tr>
<tr>
<td>USM</td>
<td>Stennis Center</td>
<td>311,762</td>
<td>314,822</td>
<td>$3,060</td>
<td>0.98%</td>
</tr>
<tr>
<td>External (Non-IHL)</td>
<td>Volunteer Commission</td>
<td>681,449</td>
<td>693,876</td>
<td>$12,427</td>
<td>1.82%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$33,885,298</strong></td>
<td><strong>$34,540,509</strong></td>
<td><strong>$655,211</strong></td>
<td><strong>1.93%</strong></td>
</tr>
</tbody>
</table>
### FY 2020 Resident Tuition Request

<table>
<thead>
<tr>
<th>Institution</th>
<th>Approved FY 2019</th>
<th>Requested FY 2020</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU</td>
<td>$7,084</td>
<td>$7,297</td>
<td>213</td>
</tr>
<tr>
<td>DSU</td>
<td>7,076</td>
<td>7,501</td>
<td>425</td>
</tr>
<tr>
<td>JSU</td>
<td>7,876</td>
<td>8,270</td>
<td>394</td>
</tr>
<tr>
<td>MSU</td>
<td>8,540</td>
<td>8,800</td>
<td>260</td>
</tr>
<tr>
<td>MUW(1)</td>
<td>6,840</td>
<td>7,425</td>
<td>585</td>
</tr>
<tr>
<td>MVSU</td>
<td>6,530</td>
<td>6,726</td>
<td>196</td>
</tr>
<tr>
<td>UM</td>
<td>8,550</td>
<td>8,718</td>
<td>168</td>
</tr>
<tr>
<td>USM</td>
<td>8,514</td>
<td>8,786</td>
<td>272</td>
</tr>
<tr>
<td><strong>SYSTEM AVERAGE</strong></td>
<td><strong>7,626</strong></td>
<td><strong>7,940</strong></td>
<td><strong>314</strong></td>
</tr>
<tr>
<td>UMMC</td>
<td>8,433</td>
<td>8,728</td>
<td>295</td>
</tr>
</tbody>
</table>

(1) Approximately $360 of MUW’s increase is a conversion of an online course fee to tuition
## FY 2020 Non-Resident Tuition Request

<table>
<thead>
<tr>
<th>Institution</th>
<th>Approved FY 2019</th>
<th>Requested FY 2020</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU</td>
<td>$7,084</td>
<td>$7,297</td>
<td>$213</td>
</tr>
<tr>
<td>DSU</td>
<td>7,076</td>
<td>7,501</td>
<td>425</td>
</tr>
<tr>
<td>JSU</td>
<td>19,104</td>
<td>9,270</td>
<td>(9,834)</td>
</tr>
<tr>
<td>MSU</td>
<td>23,140</td>
<td>23,840</td>
<td>700</td>
</tr>
<tr>
<td>MUW(1)</td>
<td>6,840</td>
<td>7,425</td>
<td>585</td>
</tr>
<tr>
<td>MVSU</td>
<td>6,530</td>
<td>6,726</td>
<td>196</td>
</tr>
<tr>
<td>UM</td>
<td>24,504</td>
<td>24,990</td>
<td>486</td>
</tr>
<tr>
<td>USM</td>
<td>10,514</td>
<td>10,786</td>
<td>272</td>
</tr>
<tr>
<td><strong>SYSTEM AVERAGE</strong></td>
<td><strong>13,099</strong></td>
<td><strong>12,229</strong></td>
<td><strong>(870)</strong></td>
</tr>
<tr>
<td>UMMC</td>
<td>24,731</td>
<td>25,597</td>
<td>866</td>
</tr>
</tbody>
</table>

(1) Approximately $360 of MUW’s increase is a conversion of an online course fee to tuition
<table>
<thead>
<tr>
<th></th>
<th>MSU</th>
<th></th>
<th>MUW</th>
<th></th>
<th>USM</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Veterinary Medicine</strong></td>
<td></td>
<td><strong>MBA (36 hour program)</strong></td>
<td></td>
<td><strong>Certified Reg. Nurse Anesthesia</strong></td>
<td></td>
</tr>
<tr>
<td>Approved FY 2019</td>
<td>$26,099</td>
<td></td>
<td>8,900</td>
<td></td>
<td>23,972</td>
<td></td>
</tr>
<tr>
<td>Requested FY 2020</td>
<td>$27,287</td>
<td></td>
<td>8,900</td>
<td></td>
<td>24,740</td>
<td></td>
</tr>
<tr>
<td>Change</td>
<td>$1,188</td>
<td></td>
<td>-</td>
<td></td>
<td>768</td>
<td></td>
</tr>
</tbody>
</table>
## FY 2020 Resident Tuition Request – Professional Schools

<table>
<thead>
<tr>
<th>Program</th>
<th>Approved FY 2019</th>
<th>Requested FY 2020</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>School of Law (JD)</td>
<td>$16,550</td>
<td>$16,870</td>
<td>$320</td>
</tr>
<tr>
<td>Masters of Laws Program Air &amp; Space Law and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Online Certificate in Air &amp; Space Law</td>
<td>22,110</td>
<td>22,278</td>
<td>168</td>
</tr>
<tr>
<td>MBA and PMBA (resident &amp; non-resident)</td>
<td>14,580</td>
<td>14,751</td>
<td>171</td>
</tr>
<tr>
<td>School of Pharmacy: Pre-Pharm, EE1, EE2, &amp;EE3</td>
<td>13,230</td>
<td>13,398</td>
<td>168</td>
</tr>
<tr>
<td>School of Pharmacy: P1 &amp; P2</td>
<td>25,308</td>
<td>25,476</td>
<td>168</td>
</tr>
<tr>
<td>School of Pharmacy: P3 &amp; P4</td>
<td>27,304</td>
<td>27,468</td>
<td>164</td>
</tr>
<tr>
<td>Master of Accountancy Programs</td>
<td>9,554</td>
<td>10,224</td>
<td>670</td>
</tr>
<tr>
<td>Other Online Degree Programs of Study</td>
<td>465</td>
<td>465</td>
<td>-</td>
</tr>
<tr>
<td>Online M. Ed &amp; Ed. S. in Educational Leadership</td>
<td>465</td>
<td>300</td>
<td>(165)</td>
</tr>
</tbody>
</table>
### FY 2020 Resident Tuition Request – Professional Schools

<table>
<thead>
<tr>
<th>UMMC</th>
<th>Approved FY 2019</th>
<th>Requested FY 2020</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>School of Graduate Studies in the Health Sciences</td>
<td>$8,433</td>
<td>$8,728</td>
<td>$295</td>
</tr>
<tr>
<td>School of Dentistry</td>
<td>30,113</td>
<td>31,167</td>
<td>1,054</td>
</tr>
<tr>
<td>School of Medicine</td>
<td>30,143</td>
<td>31,197</td>
<td>1,054</td>
</tr>
<tr>
<td>School of Physical Therapy</td>
<td>19,685</td>
<td>20,374</td>
<td>689</td>
</tr>
<tr>
<td>Doctor of Occupation Therapy</td>
<td>19,685</td>
<td>20,374</td>
<td>689</td>
</tr>
<tr>
<td>Doctor of Health Administration</td>
<td>14,619</td>
<td>15,131</td>
<td>512</td>
</tr>
<tr>
<td>Institution</td>
<td>Program Description</td>
<td>FY 2019 Approved</td>
<td>Requested FY 2020</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------------------------------------------</td>
<td>-----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>MSU</td>
<td>Veterinary Medicine</td>
<td>$47,299</td>
<td>$48,487</td>
</tr>
<tr>
<td></td>
<td>Master of Physician Assistant</td>
<td>54,900</td>
<td>54,900</td>
</tr>
<tr>
<td>MUW</td>
<td>MBA (36 hour program)</td>
<td>8,900</td>
<td>8,900</td>
</tr>
<tr>
<td></td>
<td>RN to BSN (3 semesters: Fall, Spring &amp; Summer)</td>
<td>8,780</td>
<td>8,780</td>
</tr>
<tr>
<td>USM</td>
<td>Certified Reg. Nurse Anesthesia</td>
<td>29,972</td>
<td>30,740</td>
</tr>
</tbody>
</table>
## FY 2020 Non-Resident Tuition Request – Professional Schools

<table>
<thead>
<tr>
<th>UM</th>
<th>Approved FY 2019</th>
<th>Requested FY 2020</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>School of Law (JD)</td>
<td>$36,612</td>
<td>$36,935</td>
<td>323</td>
</tr>
<tr>
<td>Masters of Laws Program Air &amp; Space Law and Online Certificate in Air &amp; Space Law</td>
<td>22,110</td>
<td>22,278</td>
<td>168</td>
</tr>
<tr>
<td>MBA</td>
<td>33,991</td>
<td>34,479</td>
<td>488</td>
</tr>
<tr>
<td>School of Pharmacy: Pre-Pharm, EE1, EE2, &amp;EE3</td>
<td>30,384</td>
<td>30,870</td>
<td>486</td>
</tr>
<tr>
<td>School of Pharmacy: P1 &amp; P2</td>
<td>51,000</td>
<td>51,486</td>
<td>486</td>
</tr>
<tr>
<td>School of Pharmacy: P3 &amp; P4</td>
<td>55,129</td>
<td>55,614</td>
<td>485</td>
</tr>
<tr>
<td>Master of Accountancy Programs</td>
<td>25,508</td>
<td>26,496</td>
<td>988</td>
</tr>
<tr>
<td>Other Online Degree Programs of Study</td>
<td>465</td>
<td>465</td>
<td>-</td>
</tr>
<tr>
<td>Online M. Ed &amp; Ed. S. in Educational Leadership</td>
<td>465</td>
<td>300</td>
<td>(165)</td>
</tr>
<tr>
<td>UMMC</td>
<td>Approved FY 2019</td>
<td>Requested FY 2020</td>
<td>Change</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------------</td>
<td>-------------------</td>
<td>--------</td>
</tr>
<tr>
<td>School of Graduate Studies in the Health Sciences</td>
<td>$24,731</td>
<td>$25,597</td>
<td>$866</td>
</tr>
<tr>
<td>School of Dentistry</td>
<td>70,744</td>
<td>73,220</td>
<td>2,476</td>
</tr>
<tr>
<td>School of Medicine</td>
<td>70,976</td>
<td>73,460</td>
<td>2,484</td>
</tr>
<tr>
<td>School of Physical Therapy</td>
<td>41,561</td>
<td>43,016</td>
<td>1,455</td>
</tr>
<tr>
<td>Doctor of Occupation Therapy</td>
<td>41,561</td>
<td>43,016</td>
<td>1,455</td>
</tr>
<tr>
<td>Doctor of Health Administration</td>
<td>40,953</td>
<td>42,386</td>
<td>1,433</td>
</tr>
</tbody>
</table>
### Average ANNUAL Student Room Rates

<table>
<thead>
<tr>
<th>Institution</th>
<th>Approved FY 2019 Average Charge</th>
<th>Requested FY 2020 Average Charge</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU</td>
<td>double occupancy $6,313</td>
<td>double occupancy $6,566</td>
<td>253</td>
</tr>
<tr>
<td>DSU</td>
<td>double occupancy $4,442</td>
<td>double occupancy $4,531</td>
<td>89</td>
</tr>
<tr>
<td>JSU</td>
<td>double occupancy $5,783</td>
<td>double occupancy $5,904</td>
<td>121</td>
</tr>
<tr>
<td>MSU</td>
<td>double occupancy $6,222</td>
<td>double occupancy $6,440</td>
<td>217</td>
</tr>
<tr>
<td>MUW</td>
<td>double occupancy $4,304</td>
<td>double occupancy $4,434</td>
<td>130</td>
</tr>
<tr>
<td>MVSU</td>
<td>double occupancy $4,537</td>
<td>double occupancy $4,709</td>
<td>172</td>
</tr>
<tr>
<td>UM</td>
<td>double occupancy $5,642</td>
<td>double occupancy $5,806</td>
<td>165</td>
</tr>
<tr>
<td>USM</td>
<td>double occupancy $5,357</td>
<td>double occupancy $5,538</td>
<td>181</td>
</tr>
<tr>
<td><strong>ALL AVERAGE</strong></td>
<td>double occupancy $5,325</td>
<td>double occupancy $5,491</td>
<td>166</td>
</tr>
</tbody>
</table>
## COMPOSITE EXHIBIT 3

### FY 2020 Student Board Rate Request

**ANNUAL Student Board Rates**

*Most expensive meal plan options offered by institution are reflected*

<table>
<thead>
<tr>
<th>Institution</th>
<th>Approved FY 2019</th>
<th>Requested FY 2020</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU</td>
<td>$3,295</td>
<td>$3,427</td>
<td>132</td>
</tr>
<tr>
<td>DSU</td>
<td>3,280</td>
<td>3,378</td>
<td>98</td>
</tr>
<tr>
<td>JSU</td>
<td>3,769</td>
<td>3,958</td>
<td>189</td>
</tr>
<tr>
<td>MSU</td>
<td>3,920</td>
<td>4,038</td>
<td>118</td>
</tr>
<tr>
<td>MUW</td>
<td>3,120</td>
<td>3,214</td>
<td>94</td>
</tr>
<tr>
<td>MVSU</td>
<td>3,506</td>
<td>3,612</td>
<td>106</td>
</tr>
<tr>
<td>UM</td>
<td>4,056</td>
<td>3,970</td>
<td>(86)</td>
</tr>
<tr>
<td>USM</td>
<td>4,500</td>
<td>4,100</td>
<td>(400)</td>
</tr>
<tr>
<td><strong>ALL Average - all plans</strong></td>
<td><strong>3,681</strong></td>
<td><strong>3,712</strong></td>
<td><strong>31</strong></td>
</tr>
</tbody>
</table>
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE `MARCH 21, 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.

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.

DELTA STATE UNIVERSITY

1. **DSU– GS 102-258 – Sillers Coliseum Renovations**
   
   NOTE: This is a Bureau of Building project
   
   Approval Request #1: Contract Documents
   
   Board staff approved Contract Documents as submitted by Cooke Douglas Farr Lemons, Architects & Engineers, P.A.
   
   Approval Status & Date: APPROVED, March 12, 2019
   
   Approval Request #2: Advertise
   
   Board staff approved request to advertise for receipt of bids.
   
   Approval Status & Date: APPROVED, March 12, 2019
   
   Project Initiation Date: October 16, 2014
   
   Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers, P.A.
   
   General Contractor: TBD
   
   Total Project Budget: $2,850,000.00

2. **DSU– GS 102-262 – Young Mauldin Renovation**

   NOTE: This is a Bureau of Building project

   Approval Request #1: Change Order #5
   
   Board staff approved Change Order #5 in the credit amount of $5,384.97 and zero (0) 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, March 27, 2019
   
   Change Order Description: Change Order #5 includes the following item: credit issued for the difference in the price of two (2) ice machines.
   
   Change Order Justification: These changes were necessary as the two (2) ice machines ordered were too large for the space provided so they were returned for two (2) smaller units.
   
   Total Project Change Orders and Amount: Five (5) change orders for a total amount of $97,714.05.
EXHIBIT 4
April 18, 2019

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

3. MSU-IHL 205-285A – MSU Chilled Water Loop Upgrade
   Approval Request #1: Change Order #4
   Board staff approved Change Order #4 in the amount of $0.00 and sixty (60) additional
days to the contract of Brislin, Inc.
   Approval Status & Date: APPROVED, March 28, 2019
   Change Order Description: Change Order #4 includes the following: Sixty (60) days
   added to the contract.
   Change Order Justification: This change was necessary to correct the vibration issue of
   the Trane chiller #2 requiring the additional days for work as indicated herein.
   Total Project Change Orders and Amount: Four (4) change orders for a total amount of
   $465,813.45.
   Project Initiation Date: August 17, 2017
   Design Professional: Cook Douglas Farr Lemons, Architects & Engineers
   General Contractor: Brislin, Inc.
   Total Project Budget: $5,000,000.00

4. MSU-IHL 205-287 – Parking Garage North
   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 April 1, 2019 to approve the budget increase of the
   Parking Garage North project from $12,000,000.00 to $16,000,000.00, an increase of
   $4,000,000.00. The total project budget is $16,000,000.00.
   Project Initiation Date: August 19, 2010
   Design Professional: McCarty Architects & Engineers
   General Contractor: TBD
   Total Project Budget: $16,000,000.00

5. MSU-IHL 205-295 – Critz Parking Lot
   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 April 2, 2019 to approve the initiation of the Critz
   Parking Lot project and to appoint a design professional. The total project budget is
   $1,200,000.00.
   Project Initiation Date: April 2, 2010
   Design Professional: Garver, LLC
   General Contractor: TBD
   Total Project Budget: $1,200,000.00

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

   **Approval Request #1: Change Order #4**

   Board staff approved Change Order #4 in the amount of $43,525.55 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.

   **Approval Status & Date:** APPROVED, March 27, 2019

   **Change Order Description:** Change Order #4 includes the following items: added a Turner Hall building sign; revisions were made to the south parking lot sidewalk; installed a smart water meter also adding a power connection and a data raceway; and exit light changes were made to a corridor.

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

   **Total Project Change Orders and Amount:** Four (4) change orders for a total amount of $265,528.02.

   **Project Initiation Date:** June 18, 2015

   **Design Professional:** Pryor & Morrow Architects

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

   **Total Project Budget:** $8,200,000.00

7. **MUW– GS 104-192 – Demolition of Taylor & Keirn Halls**

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

   **Approval Request #1: Contract Documents**

   Board staff approved Contract Documents as submitted by JBHM Architects

   **Approval Status & Date:** APPROVED, March 28, 2019

   **Approval Request #2: Advertise**

   Board staff approved request to advertise for receipt of bids.

   **Approval Status & Date:** APPROVED, March 28, 2019

   **Project Initiation Date:** March 21, 2019

   **Design Professional:** JBHM Architects

   **General Contractor:** TBD

   **Total Project Budget:** $2,900,000.00

8. **MUW– GS 104-197 – Electrical System Upgrade**

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

   **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 March 14, 2019 to approve the initiation of the Electrical System Upgrade project and to appoint a design professional. The total project budget is $2,500,000.00.

   **Interim Approval Status & Date:** APPROVED, March 14, 2019

   **Approval Request #2: Contract Documents**

   Board staff approved Contract Documents as submitted by Atwell & Gent, P.A.
Approval Status & Date: APPROVED, March 15, 2019
Approval Request #3: Advertise
Board staff approved request to advertise for receipt of bids.
Approval Status & Date: APPROVED, March 15, 2019
Project Initiation Date: May 21, 2015
Design Professional: Atwell & Gent, P.A.
General Contractor: TBD
Total Project Budget: $2,500,000.00

UNIVERSITY OF MISSISSIPPI

9. UM–IHL 207-372 – South Campus Recreation Facility & Transportation Hub
Approval Request #1: Change Order #13R2
Board staff approved Change Order #13R2 in the amount of $129,377.28 and fifty-six (56) additional days to the contract of Zellner Construction Services, LLC.
Approval Status & Date: APPROVED, March 27, 2019
Change Order Description: Change Order #13R2 includes the following items: field painted the acoustic grid and tile in the food service area; installed man doors for plywood mezzanine access; installed additional expansion joints and control joints in the gypsum board assemblies; relocated the duct detector remote testing boxes; removed the pump house and wet well from the project; installed sheet metal lintel soffits at the gymnasium windows; installed plywood, Tyvek and brake metal to span voids at the overhead doors; credit issued in a change for a solid surface at the top of the gymnasium dasherboard kneewall and installed brake metal for the kneewall; installed additional control joints in the leveled floor; provided Armorseal Rexthane with Shark Grip at various locations; installed concrete sealer with Shark Grip at all other locations to receive concrete sealer; added two (2) rungs to the top of the safety ladder and installed a safety ladder post; added a red-painted graphic to the building north elevation; added curb and nosing to adjust elevations of the sidewalk at the southwest corner of the building; added one (1) exterior wall fixture to the exterior training area; added exterior outlets; modified the mezzanine guardrails; lengthened the stems of the light shroud pendant fixtures; installed additional LED fixtures in the private restroom; installed bolted steel cover plates where structural expansion joints are exposed; installed twenty-three (23) thermostat/CO2 cages; installed a finish grade plywood substrate in lieu of non-finish plywood substrate in the additional corner guards; installed an HDPE closure over the gap between the MAC courts and basketball court; and fifty-six (56) days to the contract.
Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; latent jobsite conditions; user/owner requested modifications; and for work as indicated herein.
Total Project Change Orders and Amount: Thirteen (13) change orders for a total amount of $2,494,858.09.
Project Initiation Date: June 20, 2013
Design Professional: JBHM Architects, P.A.
General Contractor: Zellner Construction Services, LLC
Phased Project Budget: $30,772,069.71
Total Project Budget: $33,250,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

10. UMMC– GS 109-223 – Clinical Research Unit
   NOTE: This is a Bureau of Building project
   Approval Request #1: Change Order #4
   Board staff approved Change Order #4 in the amount of $78,235.00 and five (5) additional days to the contract of Fountain Construction Co., Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.
   Approval Status & Date: APPROVED, March 27, 2019
   Change Order Description: Change Order #4 includes the following items: relocated the junction box for the existing EMCS; relocated the EMCS controls conduit; provided access controls; and five (5) 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: Five (5) change orders for a total amount of $20,860.34.
   Project Initiation Date: May 18, 2017
   Design Professional: Foil Wyatt Architects
   General Contractor: Fountain Construction Co., Inc.
   Total Project Budget: $7,500,000.00

   Approval Request #1: Approval of Design Development Documents
   Board staff approved the Design Development Documents as submitted by Dean and Dean Architects.
   Approval Status & Date: APPROVED, March 14, 2019
   Project Initiation Date: August 16, 2018
   Design Professional: Dean and Dean Architects
   General Contractor: TBD
   Total Project Budget: $3,500,000.00
UNIVERSITY OF SOUTHERN MISSISSIPPI

   NOTE: This is a Bureau of Building project
   Approval Request #1: Award of Construction Contract
   Board staff approved the Award of Contract in the amount of $1,944,600.00 to the apparent low bidder, Codaray Construction, LLC.
   Approval Status & Date: APPROVED, March 27, 2019
   Project Initiation Date: January 18, 2018
   Design Professional: Wier Boerner Allin Architecture
   General Contractor: Codaray Construction, LLC
   Phased Project Budget: $2,225,000.00
   Total Project Budget: $4,880,480.00

   NOTE: This is a Bureau of Building project
   Approval Request #1: Schematic Design Documents
   Board staff approved the Schematic Design Documents as submitted by Wier Boerner Allin Architecture.
   Approval Status & Date: APPROVED, March 28, 2019
   Project Initiation Date: January 18, 2018
   Design Professional: Wier Boerner Allin Architecture
   General Contractor: Codaray Construction, LLC
   Phased Project Budget: $120,000.00
   Total Project Budget: $4,880,480.00

EDUCATION AND RESEARCH CENTER

14. ERC– GS 111-056 – Paul B. Johnson Roof Replacement
   NOTE: This is a Bureau of Building project
   Approval Request #1: Approval of Schematic Design Documents
   Board staff approved the Schematic Design Documents as submitted by JBHM Architecture.
   Approval Status & Date: APPROVED, March 12, 2017
   Project Initiation Date: November 21, 2018
   Design Professional: JBHM Architecture
   General Contractor: TBD
   Total Project Budget: $750,000.00
EXHIBIT 5
April 18, 2019

1. SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Ware Immigration (three statements, each dated 3/1/19) from the funds of Alcorn State University. (These statements, in the amounts of $1,500.00, $41.56 and $41.56, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.................................................................$ 1,583.12

Payment of legal fees for professional services rendered by Brunini, PLLC (two statements, each dated 3/21/19) from the funds of Mississippi State University. (These statements, in the amounts of $1,000.00 and $125.00, represent services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 1,125.00

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 2/7/19) from the funds of Mississippi State University. (This statement, in the amount of $712.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 712.00

Payment of legal fees for professional services rendered by Baker Donelson (statement dated 3/6/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $15,373.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 15,373.50

Payment of legal fees for professional services rendered by Bradley Arant Boult Cummings, LLP (statement dated 2/6/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $428.14, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 428.14

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 1/25/19, 1/25/19, 2/20/19, 2/20/19, 2/20/19, 3/5/19, 3/11/19 and 3/11/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $16,297.14, $147.50, $4,264.00, $442.50, $39,073.85, $1,239.00, $796.50 and $1,091.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 63,351.99
EXHIBIT 5
April 18, 2019

Payment of legal fees for professional services rendered by Currie Johnson (statements dated 1/24/19 and 2/7/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,051.45 and $1,608.36, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 3,659.81

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 2/8/19, 2/8/19, 2/11/19 and 3/14/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,277.88, $2,995.00, $357.33 and $12.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 5,642.21

Payment of legal fees for professional services rendered by Hogan|Lovells (statements dated 1/24/19 and 2/25/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $63,375.50 and $15,268.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 78,644.00

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 11/8/18, 2/8/19, 2/8/19, 2/8/19, 2/8/19 and 2/22/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $5,030.60, $247.50, $892.90, $181.50, $148.50 and $924.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 7,425.00

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (statements dated 8/7/18, 2/14/19, 2/14/19, 2/14/19 and 2/14/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $108.00, $115.50, $121.50, $270.00 and $621.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 1,236.00

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace. (statements dated 1/31/19, 1/31/19, 1/31/19, 2/12/19, 2/19/19, 2/19/19 and 2/19/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $280.50, $298.50, $969.00, $1,413.72, $4,064.69, $4,471.50 and $6,270.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………$ 17,767.91
Payment of legal fees for professional services rendered by Waller, Lansden, Dortch & Davis, LLP (statements dated 2/20/19 and 3/21/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $590.00 and $265.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 855.50

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 12/21/18, 1/11/19, 1/23/19, 2/4/19, 2/4/19, 2/4/19, 2/4/19, 2/4/19, 2/4/19, 2/6/19, 2/6/19, 2/8/19, 2/20/19, 2/20/19, 2/20/19, 2/25/19, 3/7/19, 3/7/19, 3/7/19, 3/8/19, 3/8/19, 3/8/19, 3/8/19 and 3/8/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $20,831.25, $643.50, $41,662.50, $1,043.25, $1,288.50, $511.50, $4,133.70, $181.50, $1,485.00, $3,135.00, $2,400.75, $123.75, $41,622.50, $365.34, $544.50, $1,386.00, $3,019.50, $2,186.25, $3,196.34, $41,662.50, $126.60, $354.75, $726.00, $783.75 and $1,072.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 174,526.73

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 1/3/19, 2/4/19, 2/4/19, 2/4/19, 2/4/19, 3/4/19, 3/5/19, 3/5/19 and 3/5/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $6,441.16, $567.00, $25,854.70, $1,687.70, $4,514.25, $14,733.20, $8,993.40, $1,011.60 and $3,770.95, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 67,573.96

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 3/11/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $273.00, represents services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 273.00

Payment of legal fees for professional services rendered by Butler Snow (statement dated 3/7/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $3,211.40, represents services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 3,211.40

Payment of legal fees for professional services rendered by Ware Immigration (five statements, each dated 3/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $73.30, $2,000.00, $41.56, $23.43, and $1,500.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE..........................................................$ 3,638.29
Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 6/18/18, 8/23/18, 2/21/19 and 2/21/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Unsymmetric CCC-NHC Pincer Metal Complexes and Application” - $97.50; “Unsymmetric CCC-NHC Pincer Metal Complexes and Application” - $335.50; Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - $38.00; and “Extruder Device” - $2,178.00.)

TOTAL DUE……………………………….…….………………$ 2,649.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 1/31/19, 1/31/19, 1/31/19, 1/31/19, 1/31/19, 2/25/19, 2/25/19, 2/25/19, 2/25/19, 2/25/19, 2/25/19, 2/25/19 and 2/27/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,142.00, $884.00, $38.00, $125.00, $544.00, $288.00, $1,262.85, $2,397.50, $100.00, $3,109.78, $1,579.00 and $612.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE……………………………….…….………………$ 12,082.13

Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 1/15/19, 1/15/19 and 2/5/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $200.00, $3,767.50 and $300.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE……………………………….…….………………$ 4,267.50
BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a special called teleconference meeting held at the Board Office in Jackson, Mississippi, at 12:00 p.m., and pursuant to notice in writing, to each and every member of said Board. At the above-named place there were present the following members to wit: Dr. Steven Cunningham (by phone), Mr. Tom Duff (by phone), Mr. Shane Hooper, Ms. Ann H. Lamar (by phone), Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin (by phone), Dr. Alfred E. McNair, Jr. (by phone), Mr. Gee Ogletree (by phone), and Dr. J. Walt Starr (by phone). Dr. Ford Dye, Mr. Chip Morgan, and Mr. Hal Parker were absent. The meeting was called to order by Shane Hooper, President.

In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this teleconference meeting were recorded by name in a roll-call. The meeting was held to discuss a personnel matter at Alcorn State University.

EXECUTIVE SESSION

On motion by Trustee McNair, with Trustees Dye, Morgan, and Parker absent and not voting, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee McNair, seconded by Trustee Starr, with Trustees Dye, Morgan, and Parker absent and not voting, all Trustees 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 a personnel matter at Alcorn State University.

During Executive Session, the following matter was discussed and/or voted upon:

On motion by Trustee Lamar, seconded by Trustee McNair, with Trustees Dye, Morgan, and Parker absent and not voting, all Trustees legally present and participating voted unanimously to select Dr. Felicia Nave as the preferred candidate for the position of president at Alcorn State University. Dr. Nave will participate in open interviews the campus with various university and community constituency groups.

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

ADJOURNMENT

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

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

__________________________
Commissioner, Board of Trustees of State Institutions of Higher Learning
BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a special called teleconference meeting held in the Clinton Bristow Dining Facility at Alcorn State University in Lorman, Mississippi, at 12:00 p.m., and pursuant to notice in writing, to each and every member of said Board. At the above-named place there were present the following members to wit: Dr. Steven Cunningham (by phone), Dr. Ford Dye (by phone), Mr. Shane Hooper, Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey, Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan, Mr. Gee Ogletree (by phone), Mr. Hal Parker, and Dr. J. Walt Starr (by phone). Mr. Tom Duff and Mr. Bruce Martin were absent. The meeting was called to order by Shane Hooper, President.

In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this teleconference meeting were recorded by name in a roll-call. The meeting was held to discuss a personnel matter at Alcorn State University and a personnel matter at the University of Mississippi.

EXECUTIVE SESSION

On motion by Trustee Morgan, with Trustees Duff, Martin, and McNair absent and not voting, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Lamar, seconded by Trustee Parker, with Trustees Duff, Martin, and McNair absent and not voting, all Trustees legally present and participating voted unanimously to enter into Executive Session for the reasons reported to the public and stated in these minutes, as follows: Discussion of a personnel matter at Alcorn State University and Discussion of a personnel matter at the University of Mississippi.

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

On motion by Trustee McNair, seconded by Trustee Luckey, with Trustees Duff and Martin absent and not voting, all Trustees legally present and participating voted unanimously to employ Dr. Felicia Nave as the 20th president of Alcorn State University with a start date of July 1, 2019, at a state salary of $215,000; to give her a 4-year contract; to waive the requirement of Board Policy 403.03 Tenure of Institutional Executive Officers in order to hire her with tenure as a full professor within the Department of Chemistry and Physics, School of Arts and Sciences at Alcorn State University; to authorize a foundation salary supplement up to $35,000, contingent upon approval by the Alcorn State University Foundation Board, Inc.; and to authorize the reimbursement of moving expenses in an amount not to exceed $15,000.

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

On motion by Trustee Luckey, seconded by Trustee Ogletree, with Trustees Duff and Martin absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
April 24, 2019

ADJOURNMENT

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

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

________________________________________
Commissioner, Board of Trustees of State Institutions of Higher Learning
BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a special called teleconference meeting held at the Board Office in Jackson, Mississippi, at 12:00 p.m., and pursuant to notice in writing, to each and every member of said Board. At the above-named place there were present the following members to wit: Dr. Steven Cunningham (by phone), Mr. Tom Duff (by phone), Dr. Ford Dye (by phone), Mr. Shane Hooper (by phone), Ms. Ann H. Lamar (by phone), Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin (by phone), Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan (by phone), Mr. Gee Ogletree (by phone), Mr. Hal Parker (by phone), and Dr. J. Walt Starr (by phone). The meeting was called to order by Shane Hooper, President.

In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this teleconference meeting were recorded by name in a roll-call. The meeting was held to discuss a personnel matter at the University of Mississippi.

EXECUTIVE SESSION

On motion by Trustee Cunningham, with Trustee McNair absent and not voting, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Ogletree, seconded by Trustee Cunningham, with Trustee McNair absent and not voting, all Trustees 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 a personnel matter at the University of Mississippi.

During Executive Session, the following matter was discussed:

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

By consensus, the Board returned to Open Session.

ADJOURNMENT

By consensus, the Board adjourned the meeting.

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

__________________________________________
Commissioner, Board of Trustees of State Institutions of Higher Learning
1. **SYSTEM- REQUEST FOR APPROVAL TO PURCHASE CYBER INSURANCE**

**Agenda Item Request:** The Mississippi Institutions of Higher Learning’s Executive Office (IHL) requests approval to purchase cyber liability and incident response insurance coverage with Beazley.

**Contractor’s Legal Name:** Lloyds of London – Beazley Syndicate (Beazley). Beazley will provide the cyber coverage and breach response services for the system. Beazley has an A.M. Best Rating of A XV.

**History of Contract:** This is a renewal of our 2018-2019 policy for a lower premium. Some additional coverages are also included.

**Specific Type of Contract:** This is a policy of insurance coverage. Cyber liability insurance will cover various cyber-related losses, including third party liability, first party loss, costs related to investigation and mitigation, and costs related to providing legally required notifications to persons potentially affected by a cyber incident. Purchase of the insurance also includes expert assistance from the insurers breach response team. The purchased policy will be primary to other insurance so that it will protect the IHL Self-Insured Tort Plan in the instances where coverages overlap. This renewal adds new sub-limited coverages, including Contingent Bodily Injury, Computer Hardware Replacement Cost, Criminal Reward, Fraudulent Instruction, Funds Transfer Fraud, and Telephone Fraud.

**Purpose:** The purpose of the contract is to protect the IHL system from cyber liability risks and response costs through transferring some of that risk to an insurer.

**Scope of Work:** The insurer will provide coverage during the policy year in exchange for the payment of premiums.

**Term of Contract:** The contract is a one-year insurance policy beginning May 26, 2019, and terminating May 26, 2020.

**Termination Options:** IHL may cancel the policy with a 60-day notice. The insurer may cancel the policy by providing a 60-day written notice, except that only 10 days of advance written notice is required in the event of nonpayment of premium. Upon cancellation by either party, the insurer will return premium on a pro rata basis.

**Contract Amount:** The cost will be approximately $265,444 for the one-year policy.

**Funding Source for Contract:** The IHL Self-Insured Tort Plan will pay the premium and allocate an appropriate premium share to each insured participant. The share for each participant other than UMMC will be built into the annual assessment of the Tort Plan. The Tort Plan will invoice UMMC for its share.
Contractor Selection Process: A competitive RFP process was utilized in 2017. A committee of IHL and University staff members selected an insurance broker, Alliant Insurance Services, for three years, being through policy year 2019-2020. This year, Alliant approached insurance markets for this renewal. The recommended policy is with Beazley for $29,494 less than our current policy, a 10% premium reduction. There are also a number of coverage improvements. All policy provisions are the same as the current policy, which has been reviewed and recommended by an outside coverage counsel. Beazley’s quote was deemed the lowest and best quote from among two competitive options.

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 Amendment between IHL and Leon Consulting, Loyd’s of London for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. IHL EXECUTIVE OFFICE – REQUEST FOR APPROVAL TO AMEND THE TOTAL EXPENDITURE AMOUNT APPLICABLE TO ITS AGREEMENT WITH LEON CONSULTING, LLC DBA LK MARKETING SERVICES

Agenda Item Request: The Executive Office request approval to amend the total expenditure amount applicable to its agreement with Leon Consulting, LLC dba LK Marketing Services for the program management, marketing and system services for Mississippi’s Complete 2 Compete initiative.

Contractor’s Legal Name: Leon Consulting, LLC dba LK Marketing Services (LK)

History of Contract: In April 2017, the Board approved a three (3) year agreement between the IHL Executive Office and Leon Consulting, LLC dba LK Marketing Services for the purpose of providing the program management, marketing and system services for Mississippi’s Complete 2 Compete initiative. The original term of the agreement was for two (2) years with an option to renew for an additional one (1) year at the discretion of IHL, and with the option at the time of the renewal, to revise proposal prices and scope as needed for changes in project. The total approved cost was $1,334,181.

Specific Type of Contract: Professional services contract.

Purpose: The purpose of this request is to increase the total expenditure amount applicable to the current services agreement.
Scope of Work: The services are to support IHL along with the Mississippi Community College Board, the 8 public universities and the 15 community/junior colleges with the services needed within the Complete 2 Compete project, including the direct outreach, the triage of responses and the reporting of data.

Term of Contract: The approved term of the agreement was for 3 years beginning April 21, 2017 and ending April 20, 2020. Due to the ending date of the funding source, the amended agreement end date will be December 31, 2019.

Termination Options: Termination options include the following:
- by either party upon 10 days written notice;
- by IHL for non-availability of funds; and
- failure by LK to comply with the federal E-Verify Program.

Contract Amount: The total estimated cost of the original contract was $1,3334,181 the Executive Office is requesting to add an additional $415,819. The new total estimated cost for the agreement is $1,750,000.

Funding Source of Contract: Mississippi Department of Human Services MOA for Complete 2 Compete.

Contractor Selection Process: IHL released a RFP in March 2017 and received two responsive proposals. The lowest was selected as the best value.

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 Amendment between IHL and Leon Consulting, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. **MSU-REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH NELNET CAMPUS COMMERCE**

Agenda Item Request: Mississippi State University is requesting approval to enter into a new contract with Nelnet Campus Commerce to continue providing an inbound payment solution (credit card, debit card, eChecks, mobile payments, etc.). The current contract expires on June 30, 2019.

Contractor’s Legal Name: Nelnet Campus Commerce

History of Contract: For the past eleven years, Mississippi State University has contracted with Nelnet Campus Commerce to provide an inbound payment solution. Over the course of this relationship MSU and Nelnet have worked together to deploy additional
modules and functionality including Cashiering, Payment Plans, and a variety of Banner integrations.

**Specific Type of Contract:** This is a new contract to continue utilizing the inbound payment solution provided by Nelnet.

**Purpose:** The current contract for inbound payment solutions expires June 30, 2019. The new contract will enable MSU to continue utilizing a proven inbound payment solution.

**Scope of Work:** The contract will enable MSU to continue utilizing the inbound payment system that performs the following tasks:

- Processes credit card, debit card, and eCheck payments via an online system;
- Facilitated by using Point-to-Point encrypted (P2PE) card swipe devices;
- Provides an online portal for students and parents to access student accounts, view balances, transaction history, and account statements, and make payments on the student's account;
- Customer-facing cashier function facilitates processing in-person, student payments in Garner Hall;
- Processes payments for goods and services sold by various departments around campus (e.g. Mississippi Agricultural Forestry and Experiment Station (MAFES) Cheese Store, Golf Course, Florist, Vet Clinic, Registrar, Admissions, Sanderson Recreation Sports Center, etc.);
- Integrates with the current Enterprise Resource Planning system (Banner);
- Provides students and parents the ability to establish monthly payment plans to pay for tuition, fees, housing, dining, etc.; and
- Integrates with the Flywire system to process wire payments from international students.

**Term of Contract:** Five (5) year contract with the option to extend an additional five (5) years.

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

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

MSU may terminate the Contract for Contractor’s failure to comply with the Mississippi Employment Protection Act.
The Contract may be terminated by either party upon the occasion of a Force Majeure event.

**Contract Amount:** MSU anticipates that we will spend $2,375,500 over the next 10 years, broken down as follows: for the original 5 year contract - $655,000; and $720,500 for an extended 5 year period, plus an additional $1,000,000 for contingency.

**Funding Source for Contract:** Over 100 departments that utilize the system for payment processing purposes will provide funding for the system. These costs are built into the cost of good/services rendered by the various departments. Any remaining system costs not covered in this manner will be funded via investment income.

**Contractor Selection Process:** MSU obtained permission from MDITS on July 23, 2018 to issue an RFP for an inbound payment solution. The RFP was issued on November 12, 2018 and the five responses were opened on December 12, 2018. An eleven-member review committee, consisting of individuals from Treasury Services, Student Account Services, and Information Technology Services, was tasked with the responsibility of reviewing vendor submissions and selecting a winning bid. After reviewing the responses and several vendor demonstrations, Nelnet was selected as the winning bidder.

**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 Mississippi State University and Nelnet Campus Commerce for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. **MSU-REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH NEXTGEN HEALTHCARE, INC.**

**Agenda Item Request:** Mississippi State University is requesting approval to enter into a new contract with NextGen Healthcare to provide an Electronic Health Record (EHR) and Integrated Practice Management (PM) system. This new software system is needed as our current EHR/PM system will reach the end of its contract period on July 31, 2019.

**Contractor’s Legal Name: NextGen Healthcare, Inc.**

**History of Contract:** For twenty years, Mississippi State University has been utilizing AllScripts’ EHR and Practice Management product. On August 1, 2017, MSU obtained permission from MDITS on CP-1 20180042 to proceed with the procurement of a replacement EHR/PM system. On November 26, 2018, an RFP was issued requesting proposals for the software. The RFP was opened January 4, 2019 and after an extensive
evaluation process the committee determined that NextGen offered the best overall proposal.

**Specific Type of Contract:** This is a contract for replacement of the current Electronic Health Record and Practice Management system.

**Purpose:** Allscripts PM, in its current form, is outdated and approaching the end of its contract life. Replacing our current Electronic Health Record and Practice Management software system will enable MSU to utilize up-to-date software architectures and efficiencies while also implementing software that incorporates best practices. This change will also allow for a more robust reporting system, enabling greater insight into the details of the clinic’s operations.

**Scope of Work:** The scope of work entails the configuration, training and deployment of the NextGen software, for use within the Longest Student Health Center. Also incorporated into these services are the following:

- Technical support
- Provision of Client Portal
- Provision of cloud-based hosting
- Assistance with migration of client data

**Term of Contract:** The software maintenance agreement will commence on the Effective Date (date of the first Order From) and continue until December 31, 2019. It can be renewed upon the written approval of both parties for up to 8 additional 1 year periods.

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

MSU’s failure to pay.

**Contract Amount:** The nine-year contract cost is $894,009. The CP-1 was approved for up to $600,000. Because the contract is for a one-year term with yearly renewals, our intent is to continue to renew, providing the product remains acceptable, up until we reach the $600,000.00 mark. At that point we will go back to MDITS for an extension of the CP-1 amount. If that request is denied, we will discontinue use of the contract and will being a new RFP process.

**Funding Source for Contract:** Student Health Center funds

**Contractor Selection Process:** MSU obtained permission from MDITS on August 1, 2017 to issue an RFP for an electronic health records and practice management system. We issued RFP 18-103 on November 16, 2018 to be opened January 4, 2019. We received five proposals. After an extensive review of the written proposals, all five vendors were
invited to give presentations on their systems. The committee then scored the proposals with NextGen receiving the highest technical score. We then opened the cost proposals. While NextGen was not the least expensive option, their cost was competitive and when combined with their technical score they were clearly the best choice for MSU.

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 Mississippi State University and NextGen Healthcare, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. **MSU – REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH SIRSIDYNIX**

Agenda Item Request: Mississippi State University requests approval to enter into a new contract with 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).

Contractor’s Legal Name: SirsiDynix

History of Contract: MSU entered into two 5-year agreements with SirsiDynix: July 1, 2009 - June 30, 2014 and July 1, 2014 – June 30, 2019. This new contract is for another 3-year term.

Specific Type of Contract: Library License agreement

Purpose: The purpose of the agreement is to license the SirsiDynix Library Automation System software and services for the Mississippi State University Libraries and the members of the Mississippi Library Partnership. Member institutions include: Mississippi University for Women; Tombigbee Regional Library System; East Mississippi Community College Library System; Hinds Community College; Starkville-Oktibbeha County Public Library System; Columbus-Lowndes Public Library System; Mid-Mississippi Regional Library System; First Regional Library System; and Lee-Itawamba Library System.

Scope of Work: SirsiDynix will continue to provide the member Libraries with access to the Library Automation System software and additional enhancements and maintenance during the term of the agreement.

Termination Options: Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement.

Contract Amount: The total 3 year cost of the agreement is anticipated to be $861,854. This contract has been submitted to the Mississippi Department of Information Technology Services. The MDITS Board will review the project on April 18, 2019. MSU will not sign an agreement unless and until approved by both IHL and MDITS. During the life of the contract it is anticipated that member libraries will request to add additional modules and other libraries may request to become a member of the Partnership, both incurring additional costs. Due to these foreseeable changes, Mississippi State University requests permission to make revisions to this contract which could include adding modules and/or additional libraries up to the approved MDITS CP-1 approved amount of $1.5 million.

Funding Source for Contract: Each member of the Mississippi Library Partnership pays Mississippi State University Library for a portion of their overall contract fee.

Contractor Selection Process: Over the past 10 years, the University has been pleased with the licenses provided by this company and chose to continue doing business with them.

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 Mississippi State University and SirsiDynix for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

6. **MSU-REQUEST FOR APPROVAL TO ENTER INTO A SUBSCRIPTION AGREEMENT WITH SPRINGER NATURE CUSTOMER SERVICE CENTER, LLC**

Agenda Item Request: Mississippi State University requests approval to subscribe to electronic journals from Springer Nature Customer Service Center, LLC. These research-oriented journals are used by MSU faculty, staff and students for educational and research purposes.
Contractor’s Legal Name: Springer Nature Customer Service Center, LLC


Specific Type of Contract: This is new subscription agreement.

Purpose: The purpose of the agreement is to license access to 83 electronic journals used for educational and research purposes.

Scope of Work: Springer will provide all MSU faculty, staff and students with access to 83 journals. During the license term, patrons will have access the current electronic file and retrospective content.

Term of Contract: The start date of the contract will be May 17, 2019 with an end date of December 31, 2019.

Termination Options: Either Licensor or Customer may terminate the License Agreement immediately upon written notice to the other party if the other party (including, with respect to Customer, an individual Licensee) materially breaches this License Agreement and fails to cure such breach within thirty (30) days after written notice from the non-breaching party specifying the breach in reasonable detail.

Either Licensor or Customer may terminate the License Agreement immediately upon written notice to the other party (including, with respect to Customer, an individual Licensee) if (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party, or (b) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against the other party and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of the other party, or (d) the other party becomes insolvent, or (e) the other party assigns all or substantially all its assets for the benefit of creditors, or (f) the other party shall apply for, or consent to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, or (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law.

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

Breach of compliance of the Mississippi Employment Protection Act.

Contract Amount: Total amount of the contract is $255,805.07.
Funding Source for Contract: The contract will be funded by general funds.

Contractor Selection Process: These journals are only published by Springer. They are not available by other publishers.

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 Mississippi State University and Springer Nature Customer Service Center, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

7. **MSU – REQUEST APPROVAL TO ENTER INTO AGREEMENT WITH TERRA DOTTA, LLC**

Agenda Item Request: Mississippi State University is requesting approval to enter into a new contract with Terra Dotta, LLC, to provide International Education application software, services, and maintenance. This new software system is needed to meet updated contractual requirements for our existing study abroad management tool and to support additional international education information management needs.

Contractor’s Legal Name: Terra Dotta, LLC

History of Contract: For more than 10 years, MSU has been using Terra Dotta’s web-based application to manage study abroad programs. As that contract was set to expire, we determined that issuing an RFP for the needed services was our best option. On October 24, 2018, MSU received approval from MDITS on Cp-1 20190176 to proceed with the procurement. The resulting RFP was opened on January 8, 2019.

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

Purpose: This software service will provide updates to our current manual system of maintaining the SEVIS records for international students at MSU. This tool will replace our current manual processes for managing non-financial international agreements supporting faculty and student mobility as well as collaborative research projects and grant submissions. The software enhances our study abroad services by including real-time travel security alerts to our students and faculty abroad.

Scope of Work: The scope of work entails the configuration, training and deployment of the software. It includes ongoing updates and maintenance support. In addition, MSU will take advantage of the Terra Dotta expertise during installation, which includes the following:

- Assisting MSU with the migration of the existing data to the Terra Dotta database
- Automate existing business processes in the Terra Dotta software workflow
Board of Trustees of State Institutions of Higher Learning

Consent Agenda

Finance

May 16, 2019

- Assisting with the integration of Ellucian Banner (ERP system) with Terra Dotta
- Assisting with the integration for sign-on and billing
- Training for system administrators and all office users

**Term of Contract:** The agreement shall commence on May 19, 2019 and continue until June 30, 2024 with the option to renew for two additional one-year periods for a total contract life of approximately seven years.

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

In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party. MSU may terminate the Contract for Contractor’s failure to comply with the Mississippi Employment Protection Act.

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

**Contract Amount:** Year 1 (13.5 months) - $102,238.75; Year 2 - $80,319; Year 3 - $83,532; Year 4 - $86,873; Year 5 - $90,347 = anticipated total $443,309.75

All annual recurring fees are subject to change; provided that Terra Dotta will not increase fees during any annual period by more than 5% from the previous year. Additional fees will be charged if we should exceed 600 students per year. We are requesting approval for up to $625,000.00 which is the amount approved by MDITS on CP-1 20190176 to account for these potential increases.

**Funding Source for Contract:** MSU general funds and revenues in the department from fees.

**Contractor Selection Process:** We only received the one proposal from Terra Dotta in response to our RFP 18-109. However, the response was thoroughly evaluated by the team and we invited Terra Dotta to do a web demo to explain several of their features that we were not currently using. After the demo it was determined that their software would meet our needs on three of the four options listed in the RFP and we would accept the proposal for the three modules. The evaluation team determined the cost of the contract was reasonable as it is almost $200,000 less than what we budgeted.

**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 Mississippi State University and Terra Dotta, LLC for compliance with
applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. **MSU – REQUEST FOR APPROVAL OF BUDGET ESCALATION OF MISSISSIPPI STATE CHEMICAL LABORATORY**

Mississippi State University (MSU) requests permission to escalate the educational and general budget of the Mississippi State Chemical Laboratory for FY 2019.

The escalation is requested to procure new equipment necessary for continued support of state regulatory programs and to improve the laboratory’s turnaround time. Additional budget authority is also requested to procure maintenance/service contracts to ensure proper operation of instrumentation necessary to meet regulatory obligations.

Fund balance reserves will provide the source of funds.

<table>
<thead>
<tr>
<th>Category</th>
<th>Original FY 2019 Operating Budget</th>
<th>Revision/Escalation</th>
<th>Revised FY 2019 Operating Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries, Wages, and Fringe Benefits</td>
<td>$1,768,002</td>
<td>$</td>
<td>$1,768,002</td>
</tr>
<tr>
<td>Travel and Subsistence</td>
<td>$10,000</td>
<td>$</td>
<td>$10,000</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>$61,126</td>
<td>$70,000</td>
<td>$131,126</td>
</tr>
<tr>
<td>Commodities</td>
<td>$207,233</td>
<td>$</td>
<td>$207,233</td>
</tr>
<tr>
<td>Capital Outlay: Non-Equipment</td>
<td>$75,000</td>
<td>$500,000</td>
<td>$575,000</td>
</tr>
<tr>
<td>Capital Outlay: Equipment</td>
<td>$39,000</td>
<td>$</td>
<td>$39,000</td>
</tr>
<tr>
<td>Mandatory Transfers</td>
<td>$39,000</td>
<td>$</td>
<td>$39,000</td>
</tr>
<tr>
<td>Non-Mandatory Transfers</td>
<td>$39,000</td>
<td>$</td>
<td>$39,000</td>
</tr>
<tr>
<td>Increase in Fund Balance</td>
<td>$39,000</td>
<td>$</td>
<td>$39,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,160,361</td>
<td>$570,000</td>
<td>$2,730,361</td>
</tr>
</tbody>
</table>

**Staff Recommendation:** Based on Board Policy 701.06, Budget Escalations and Revisions, all escalations to the annual budgets of the several institutions and to the annual budgets of the separately budgeted units must be submitted through the Commissioner to the Board of Trustees for approval prior to implementation. Board staff recommends approval of this item.

9. **UM – REQUEST FOR APPROVAL FOR ASSIGNMENT AND ASSUMPTION OF LEASE AND SUBLEASE WITH KAPPA ALPHA THETA FRATERNITY, INC.**

**Agenda Item Request:** The University of Mississippi (“UM”) requests that the Board of Trustees of State Institutions of Higher Learning (“IHL”) approve the following: (i) an assignment and assumption of lease between Epsilon Zeta House Corporation of Kappa
Alpha Theta ("KAT House Corporation") and **Kappa Alpha Theta Fraternity, Inc.** ("KAT"), and (ii) a sublease between KAT and the Delta Rho Chapter House Association of Kappa Kappa Gamma/Fraternity ("KKG House Association").

**Contractor’s Legal Name: Kappa Alpha Theta Fraternity, Inc.**

**History of Contract:** On May 21, 1979, the KAT House Corporation and the IHL/UM entered into a lease for sorority lot #252 on the University of Mississippi’s Oxford campus. The KAT House Corporation erected a sorority residential facility on the lot. In December 2018, the Epsilon Zeta Chapter of Kappa Alpha Theta Fraternity, Inc. closed its chapter operations at UM. As of May 12, 2019, the sorority residential facility will be unoccupied.

**Specific Type of Contract:** This is the first assignment and assumption of the existing lease between the KAT House Corporation and the IHL. This is the first sublease of the existing lease between the KAT House Corporation and the IHL.

**Purpose:** Because the Epsilon Zeta Chapter of Kappa Alpha Theta Fraternity, Inc. ceased its chapter operations on UM’s campus in December 2018, the house corporation affiliated with the sorority – the KAT House Corporation – will be dissolved and will cease to exist as a going concern. Before its dissolution, the KAT House Corporation seeks to assign and convey all of its rights, title and interest in its primary lease with the IHL to KAT, the national fraternity with which the Epsilon Zeta Chapter and the KAT House Corporation are affiliated. Moreover, because the sorority residential facility occupied by the Epsilon Zeta Chapter will be vacant as of May 2019, the KAT House Corporation (through its assignee KAT) seeks to sublease the facility to the Delta Rho Chapter House Association of Kappa Kappa Gamma/Fraternity. The IHL’s approval of the Assignment and Assumption of Lease and the Sublease is necessary because the primary lease between the KAT House Corporation and the IHL expressly provides that the KAT House Corporation may not sublease the property, or sell, assign, or mortgage the leasehold estate to any person, corporation, society, or body without the consent of the IHL in writing.

**Scope of Work:** Not applicable

**Term of Contract:** The primary lease between the IHL/UM and the KAT House Corporation is for a fifty-year term, from May 21, 1979 to May 20, 2029. The primary lease contains an option to renew the lease for an additional twenty-five years, thereby extending the lease term to year 2054, if the option is exercised. The assignment and assumption of lease between the KAT House Corporation and KAT is permanent and has no term. The term of the sublease between KAT and the KKG House Association is for one year.

**Termination Options:** The IHL/UM may terminate the primary lease with KAT House Corporation if its initial fifty (50) year term expires and the lease is not renewed. UM may
also terminate the primary lease for breach of any of the express conditions listed. These express conditions include building specifications, use of the building, building improvements, running of and paying for utilities, maintenance of building and grounds, and building insurance. The sublease between KAT and KKG House Association may terminated for the non-payment of rent or if one of the other conditions specified in the sublease is triggered such as failure of Subtenant to observe or perform any provision of Sublease within 30 days of notice, abandonment of the Premises, involuntary petition in bankruptcy, or attachment, execution or other judicial seizure of Subtenant’s assets or interest in Sublease, or if Subtenant admits its inability to pay generally its debts, damage and destruction, eminent domain, non-availability of funds for UM to care for and maintain the property, force majeure, or if UM’s consent has not been obtained by the thirtieth (30th) day after the mutual execution and delivery of the sublease.

**Contract Amount:** The primary lease between the IHL/UM and the KAT House Corporation imposes an annual $50 lease payment to UM. The base rent under the sublease between KAT and the KKG House Association is $135,000 per year, payable in equal monthly installments, plus a one-time $11,250 security deposit.

**Funding Source for Contract:** Not applicable

**Contractor Selection Process:** Not applicable

**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 University of Mississippi and Kappa Alpha Theta Fraternity, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

**10. UM – REQUEST APPROVAL TO ENTER RENTAL AGREEMENT WITH ROBERT J. YOUNG COMPANY, LLC**

**Agenda Item Request:** The University of Mississippi (UM) Athletics Department requests approval to enter into an agreement with RJ Young Company for the departmental rental of twenty-nine (29) copiers. The rental terms of this contract will also include one hundred and eighty-eight thousand (188,000) black and white copies/prints per month.

**Contractor’s Legal Name:** Robert J. Young Company, LLC dba RJ Young Company

**History of Contract:** This contract will be the fourth consecutive contract for copier rentals from RJ Young Company. The current copier rental contract was approved by the IHL Board in May 2014 and will expire June 30, 2019. Signing a new contract will
provide the Athletics Department with new and updated equipment for the next sixty (60) months. Due to new purchasing power with Canon, this new contract will decrease the copier rental cost per year by more than $2,800.

**Specific Type of Contract:** This contract will be for the rental of copiers and a set amount of copies/prints per month.

**Purpose:** The purpose of this contract is to supply the Athletics Department with twenty-nine (29) new copiers, a set amount of copies/prints per month, and standard maintenance of the rental equipment for the use in day-to-day operations.

**Scope of Work:** RJ Young will supply the equipment (twenty-nine copiers) and services to maintain the equipment for the length of the contract.

**Term of Contract:** The term of this contract will be for sixty (60) months. The contract becomes effective upon signature by The University of Mississippi and RJ Young Company.

**Termination Options:** This Contract may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party. Then, the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement. The Customer has the right to terminate if the Vendor does not deliver the equipment within ten working days of the delivery due date. The Customer also has the right to terminate (with ten working days written notice to the Vendor) the agreement for insufficient funding by the state or federal governments. The agreement may also be terminated by either party for extraordinary circumstances if not resolved within a reasonable period of time. Failure of the Vendor to comply with the Mississippi Employment Protection Act of 2008 may result in termination of the agreement.

**Contract Amount:** This contract amount will be $8,055.62 per month for sixty (60) months for a total of $483,337.20 over the life of the contract. Although not a contractually obligated amount, the expenses for color copies will annually fall in the range of $22,000 - $28,000 for a five-year maximum additional expense of $140,000.
Funding Source for Contract: The funding source for this contract is self-generated intercollegiate athletic revenues.

Contractor Selection Process: RJ Young Company is an authorized Canon, Ricoh, and Lexmark dealer listed on the State of Mississippi copier contracts and was selected based on their past performance within the Athletics Department as well as continuity with the equipment that is already in place.

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 University of Mississippi and Robert J. Young Company, LLC. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

11. UM-REQUEST FOR APPROVAL TO AMEND CONTRACTUAL SERVICES AGREEMENT WITH RUFFALO NOEL LEVITZ, LLC

Agenda Item Request: The University of Mississippi Office of Admissions requests approval to amend a contract with Ruffalo Noel Levitz, LLC (“RNL”).

Contractor’s Legal Name: Ruffalo Noel Levitz, LLC

History of Contract: The original contract was approved by IHL in February 2018.

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

Purpose: The purpose of the original agreement is to provide consulting services to the University of Mississippi with respect to recruitment strategies for transfers, high school students, and their parents. These services include the design, creation and implementation of a marketing campaign for student recruitment. The purpose of the amendment to the contract is to increase the services provided by RNL in response to an increase in search records (name buys) and revise the services with regards to Direct Mail Volume and Digital Advertising Impressions.

Scope of Work: The contractor will provide feedback on the effectiveness of our current admissions work, communication, and recruitment plans and will make recommendations to increase our success in recruiting prospective students. Specifically, the amendment will provide the following changes:

a. Increase the services provided by RNL in response to the increase in search records (name buys) from 125,000 to 500,000. This increase in search records will include all
Mississippi residents, purchased in name buys, regardless of college entrance exam score. The increase in name buys will include high school seniors, juniors and sophomores who have completed a college entrance exam. Purchasing junior and sophomore search records increases our opportunity to cultivate relationships with the student in the recruitment funnel.

b. Increase digital marketing from 1,750,000 to 4,000,000 impressions to improve communications with prospective students and their families. This increase in digital advertising impressions results in a decrease in the percentage related to direct mail volume.

Also, the contractor will continue to provide a realistic and strategic plan to enhance our recruitment and outreach to prospective students allowing us to grow our undergraduate programs in size, quality, and diversity.

**Term of Contract:** The initial term of the Agreement is in effect from February 16, 2018 through June 30, 2019 for Statement of Work 1, in effect from September 1, 2018 through August 31, 2019 for Statement of Work 2, and in effect from February 16, 2018 through December 31, 2018 for Statement of Work 3. Each Statement of Work may be renewed for two separate one year terms at the same price as the initial term. Annual renewals are contingent upon the University’s satisfaction with the services performed and the need to continue services.

**Termination Options:** This Agreement may be terminated at any time and for any reason, with or without cause, by UM providing sixty (60) days advance written notice to RNL or by RNL providing one hundred eighty (180) days advance written notice to UM. The contract may also be terminated for force majeure, in the event that funds associated for payment of this contract become unavailable due to a decrease or change in the legislative appropriation, or for lack of compliance with the Mississippi Employment Protection Act.

**Contract Amount:** The contract amendment results in an increase of $245,750 in the contract amount for the initial term of Statement of Work 1. This increase reflects an additional $187,000 in service fees and $58,750 in estimated postage fees. If both options to renew Statement of Work 1 are exercised, the total increase in contract amount would be $737,250 which would result in a new contract grand total of $1,735,800 if all renewal options are exercised. Annual renewals are contingent upon the University’s satisfaction with the services performed and the need to continue services.

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

**Contractor Selection Process:** This contract resulted from a Request for Proposals process that began in August, 2017. The University received five proposals, which were evaluated per the criteria listed in RFP 601. The two highest scoring proposers were the
only two proposing a complete solution and were given an opportunity to submit a best and final offer. Of those best and final offers, RNL was the lowest cost proposal.

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

12. UMMC-REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH B. BRAUN MEDICAL INC. (Hemodialysis machines)

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Capital Equipment Purchase Agreement with B. Braun Medical Inc. for the purchase of forty-two (42) Dialog® “EVOLUTION” hemodialysis systems, including the related parts, accessories, components and training.

**Contractor’s Legal Name:** B. Braun Medical Inc. (B. Braun)

**History of Contract:** This is the first agreement with B.Braun. UMMC has not previously purchased these items from this vendor. In addition to this request, UMMC has submitted for consideration a separate Purchase Agreement with B.Braun to purchase the solutions and disposables required to perform dialysis on the B.Braun hemodialysis machines.

**Specific Type of Contract:** This is a new Capital Equipment Purchase Agreement

**Purpose:** The purpose of the agreement is to purchase of forty-two (42) Dialog® “EVOLUTION” hemodialysis system, related parts, accessories, components and training. These hemodialysis machines and supporting equipment will replace the existing outdated equipment currently used at the UMMC Jackson Medical Mall outpatient dialysis facility.

**Scope of Work:** Under the agreement, B. Braun will provide:

- hemodialysis machines and equipment,
- in service staff training and technician training, and
- on-site warranty repairs for unresolved equipment problems at no additional cost.
Under the agreement, UMMC will:

- repair and maintain the equipment, once trained, and
- attempt to resolve all equipment problems and seek assistance from B. Braun telephone support.

**Term of Contract:** This is a one-time purchase agreement that includes a one (1) year warranty. The warranty will end one (1) year from the date of installation of the equipment. Installation is expected on or about July 30, 2019. The term of the warranty will be on or about July 30, 2019, through July 29, 2020.

**Termination Options:** The agreement may be terminated by UMMC if B. Braun is unable to provide the equipment for 30 consecutive days due to a force majeure event.

**Contract Amount:** The total cost of the agreement is $566,580.00, which includes forty-two (42) Hemodialysis machines and equipment, one (1) year warranty, freight, and training costs.

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

**Contractor Selection Process:** The B.Braun Dialog® “EVOLUTION” hemodialysis system, related parts, accessories, and components qualify as clinical commodities under Miss Code Ann §31-7-1, which is 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 B. Braun Medical Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

13. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH B. BRAUN MEDICAL INC. (Solution/disposables)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Purchase Agreement with B. Braun Medical Inc. to purchase solutions and disposables required to perform dialysis on the B.Braun Dialog® “EVOLUTION” hemodialysis systems. UMMC also requests approval to substitute, add, or remove products covered by the agreement without requiring prior submission for Board approval, so long as there is adequate funding remaining.
Contractor’s Legal Name: B. Braun Medical Inc. (B. Braun)

History of Contract: This is the first agreement with B.Braun. UMMC has not previously purchased these items from this vendor. In addition to this request, UMMC has submitted for consideration a separate Capital Equipment Purchase Agreement with B.Braun to purchase forty-two (42) Dialog® “EVOLUTION” hemodialysis systems.

Specific Type of Contract: This is a new Purchase Agreement

Purpose: The purpose of the agreement is to purchase solutions and disposables required to perform dialysis on the B.Braun Dialog® “EVOLUTION” hemodialysis systems.

Scope of Work: Under the agreement, B. Braun will provide:

- will supply the solutions and disposables required to perform dialysis on the B.Braun hemodialysis systems,
- may increase prices in the event of an unusual increase in B.Braun’s cost related to the products that is outside the control of B. Braun, and
- may modify its pricing if UMMC fails to meet the purchase requirement.

Under the agreement, UMMC will:

- purchase at least ninety percent (90%) of the solutions and disposables to be used on the B.Braun equipment from B.Braun,
- purchase at least $10,000 of B.Braun products during each year of this agreement,
- comply with B.Braun’s returned goods policy,
- have the right to purchase substitute products if B.Braun is unable to repair or replace recalled products within six (6) weeks of the recall, and
- have the right to purchase substitute products if B.Braun is unable to provide products for thirty (30) days due to a force Majeure event, until B.Braun can supply the products.

Term of Contract: The term of the agreement is three (3) years, from June 1, 2019, through May 31, 2022.

Termination Options: The agreement may be terminated as follows:

- by the non-breaching party upon thirty (30) days written notice of a breach, if the breaching party fails to cure or attempt to cure within thirty (30) days,
- by UMMC upon sixty (60) days written notice to B.Braun if the parties are unable to agree on a price increase, and
- in the event of a reduction in funds.
Contract Amount: The total cost of the agreement is $566,580.00, which includes forty-two (42) Hemodialysis machines and equipment, one (1) year warranty, freight, and training costs.

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

Contractor Selection Process: The B.Braun dialysis solutions and disposables qualify as clinical commodities under Miss Code Ann §31-7-1, which is 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 B. Braun Medical Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

14. UMMC-REQUEST FOR APPROVAL TO A SERVICES AGREEMENT WITH GENE DX, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval for additional funding for the Laboratory Services Agreement with GeneDx, Inc. for the provision of outside reference laboratory services at discounted pricing. The testing that GeneDx performs under this Agreement are used for rare, hereditary disorders. These tests are ordered when conditions cannot be diagnosed with routine genetic tests.

Contractor’s Legal Name: GeneDx, Inc. (GeneDx)

History of Contract: On August 17, 2017, the Board approved the agreement between UMMC and GeneDx for a total anticipated cost of $1,830,321.81. The agreement expires on August 31, 2020.

Specific Type of Contract: Laboratory Services Agreement

Purpose: The purpose of the Agreement is for GeneDx to provide outside reference laboratory services for UMMC at discounted pricing. The testing that GeneDx performs under this Agreement is used for rare, hereditary disorders and ordered when conditions cannot be diagnosed with routine genetic tests. In June 2018, UMMC began sending Chromosomal Microarray testing to GeneDx, which has precipitated the need for additional funding under the agreement. Chromosomal Microarray is a primary screening test for the diagnosis of persons with birth defects, intellectual disability, developmental delay, etc. Due to the increased test volume sent to GeneDx for the Chromosomal
Microarray, UMMC needs additional funds to continue to send tests to GeneDx for the remainder of the agreement term.

**Scope of Work:** Under the agreement, GeneDx will:

- provide reference lab testing services 365 days per year, 7 days per week, 24 hours per day,
- transmit test result reports to UMMC within an industry-accepted turnaround time,
- provide all items, devices, or supplies needed to collect, transport, process, or store specimens to be submitted for testing,
- make staff available during business hours to consult with UMMC by telephone regarding its procedures and status of test results,
- offer additional discounted Compassionate Care pricing for Medicaid, Medicare, and/or otherwise indigent patients, and
- apply an additional two percent (2%) discount to the invoice if payment is received within 22 days of the invoice date.

UMMC will:

- ensure that all requested services have been ordered by an authorized provider,
- obtain all consents and authorizations from patients, customers, or others,
- package and ship specimens to GeneDx for testing,
- deliver test result reports to the authorized provider, and
- provide written documentation of a patient’s Medicaid, Medicare, or otherwise indigent status to obtain Compassionate Care pricing.

**Term of Contract:** The term of the agreement remains three (3) years- September 1, 2017 through August 31, 2020.

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

- by either party at any time, with or without cause, by giving the other party thirty (30) days prior written notice,
- by GeneDx upon thirty (30) days prior written notice if UMMC fails to pay undisputed invoices timely,
- immediately upon either party’s ineligibility to participate in any federal or state healthcare programs, and
- by either party upon thirty (30) days prior written notice in the event of an adverse change in law and the parties do not agree to a modification of this Agreement.

**Contract Amount:** The revised estimated cost over the three (3) year term of the agreement is $3,330,281.93. The original cost of the agreement was estimated to be $1,871,846.33. UMMC anticipates the need for an additional $1,458,435.60 for the
remainder of the term. Each January, GeneDx may increase pricing up to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U). UMMC has calculated an annual increase of three percent (3%) for the potential price increase and an annual increase of twenty percent (20%) for patient/testing volume growth.

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

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

**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. Board staff recommends approval of this item. (As the Board is being asked to provide approval to modify the total expenditure amount of the agreement, no additional approval by the Legal Staff is required.)

15. **UMMC- REQUEST FOR APPROVAL TO AMEND PRICING CONTRACT WITH INSPIRE MEDICAL SYSTEMS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its current Pricing Contract (Agreement) with Inspire Medical Systems, Inc. (Inspire) to extend the term of the Agreement, update the products available for purchase under the Agreement, and add required terms and conditions. UMMC also requests approval to amend the Agreement as needed to adjust items for purchase without prior Board approval, so long as the total agreement cost does not exceed the approved total cost.

**Contractor’s Legal Name:** Inspire Medical Systems, Inc.

**History of Contract:** On May 19, 2016, the Board of Trustees approved a three (3) year agreement with Inspire for a maximum cost of $658,275.00. The Agreement will expire on May 31, 2019. UMMC wishes to extend the term for an additional two (2) years.

**Specific Type of Contract:** This is the First Amendment to the Pricing Contract.

**Purpose:** The purpose of the amendment is to extend the term of the Agreement, update the products available for purchase under the Agreement, and add required terms and conditions. The purpose of the Agreement is to allow UMMC to purchase implants to treat sleep apnea at a discounted rate, including, but not limited to, generators, leads, remotes, and programmers.
Scope of Work: Under the amended agreement, Inspire will:

- provide discounted pricing for five (5) years;
- modify available product mix, design, packaging, and manufacturer of any product and any price at their discretion;
- update and upgrade the software for the programmer without additional charge; and
- provide limited warranty for generators, leads, and programmers.

Under the amended Agreement, UMMC will:

- submit a purchase order to Inspire for the purchase of any products;
- provide case volumes and product utilization information to Inspire; and
- provide reasonable and necessary access to UMMC in the ordinary course of business.

Term of Contract: The term of the amended Agreement is five (5) years, from June 1, 2016, through May 31, 2021. The original Agreement was for a term of three (3) years. The amendment extends the term for an additional two (2) years.

Termination Options: Termination options include the following:

- by either party at any time upon a thirty (30) day written notice;
- in the event of breach of a material term of the agreement by either party, unless such breach is remedied within the thirty (30) day period between notification of termination and the effective date of the termination;
- in the event of any reduction in funds;
- by UMMC if Inspire fails to comply with the federal E-Verify Program;
- by UMMC in the event that Inspire, acting as a business associate, as defined by the Health Insurance Accountability and Portability Act (HIPAA), improperly uses or discloses protected health information in breach of the business associate agreement (BAA); and
- by UMMC if it makes the determination that a material condition of performance by Inspire, acting as a business associate, as defined by the HIPAA, has changed or the business associate has breached a material term of BAA.

Contract Amount: There is no additional cost for the amendment. The total estimated cost of the Agreement remains $658,275.00. UMMC will continue to purchase the units on an as needed basis.

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

Contractor Selection Process: The Inspire 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 Inspire Medical Systems, Inc. for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

16. UMMC- REQUEST FOR APPROVAL TO ENTER INTO A PRODUCT AGREEMENT WITH JOHNSON & JOHNSON HEALTH CARE SYSTEMS, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a product agreement with Johnson & Johnson Health Care Systems, Inc. (Johnson) to purchase reprocessed external fixation equipment reprocessed by Johnson’s affiliate, Sterilmed, Inc. Reprocessing allows equipment to be resold and used for multiple purposes; reprocessing includes refurbishing, cleaning, sterile packaging, sterilization, and high level disinfection for the equipment. The cost of reprocessed equipment is discounted greatly from the original price as a new item. The external fixation equipment is used to externally stabilize long bones, tubular bones, and pelvic ring fractures, as well as arthrodesis and osteotomies for pediatric and adult populations at UMMC’s Jackson and Grenada campuses. Additionally, UMMC requests approval to enter into Amendment #2 to the Master IDN Agreement with Johnson to revise the indemnification requirements therein.

Contractor’s Legal Name: Johnson & Johnson Health Care Systems, Inc.

History of Contract: UMMC has previously purchased reprocessed external fixation equipment from Johnson without a contract. Johnson now requires a contract to purchase reprocessed external fixation equipment. Johnson is the original equipment manufacturer of new external fixation products.

On January 1, 2018, UMMC executed a Master IDN Agreement with Johnson to establish the general business and legal terms for future Product Agreements between the parties. The Master IDN Agreement is incorporated into each Product Agreement, but in the event of a conflict, the terms of the Product Agreement control. Therefore, each Product Agreement is treated as a separate, standalone agreement.

On August 16, 2018, the Board approved the first amendment to the Master IDN Agreement to revise the insurance requirements of Johnson.

Specific Type of Contract: This is a new Product Agreement.

Purpose: The purpose of the Product Agreement is to purchase reprocessed external fixation equipment to externally stabilize long bones, tubular bones, and pelvic ring fractures.
fractures, as well as arthrodesis and osteotomies for pediatric and adult patients at UMMC’s Jackson and Grenada campuses. Reprocessing allows equipment to be resold and used for multiple purposes; reprocessing includes refurbishing, cleaning, sterile packaging, sterilization, and high level disinfection for the equipment. The cost of reprocessed equipment is discounted greatly from the original price as a new item. The purpose of Amendment #2 to the Master IDN Agreement with Johnson is to revise the indemnification requirements therein.

Scope of Work: Under the Product Agreement, Johnson, through its affiliate Sterilmed, will:

- refurbish, clean, repackage, resterilize, and relabel the equipment;
- deliver the products to UMMC;
- provide a weekly purchase requisition of available products for purchase;
- have good title to all reprocessed products at the time of shipment;
- transfer title of reprocessed products to UMMC upon shipment;
- provide on-site technical support to UMMC; and
- provide sufficient collection containers to meet UMMC’s needs.

Under the Product Agreement, UMMC will:

- transfer title of products to Sterilmed for all products submitted for reprocessing;
- warrant that UMMC has a policy and procedure regarding the treatment and disposal of material that may have come into contact with Creutzfeldt-Jakob disease;
- not knowingly send material that has come into contact with Creutzfeldt-Jakob disease to Sterilmed for processing;
- return all collection containers to Sterilmed upon termination or expiration of the Agreement;
- assure that each reprocessed product is used in compliance with the original manufacturer’s instructions;
- maintain a file of manufacturer’s labeling and operating instructions; and
- notify Sterilmed of any manufacturer changes to such devices.

Term of Contract: The term of the Product Agreement is three (3) years, from June 1, 2019, through May 31, 2022.

Termination Options: The Product Agreement may be terminated as follows:

- automatically upon termination of the Master IDN Agreement; and
- by either party at any time upon thirty (30) days’ notice.
The Master IDN Agreement may be terminated as follows:

- by either party at any time upon a thirty (30) day written notice;
- by either party upon written notice in the event the non-terminating party is excluded from participating in, or becomes otherwise ineligible to participate in, any federal health care program;
- by Customer upon written notice in the event Johnson or any of its employees or agents fail to comply with UMMC’s rules and regulations concerning conduct on UMMC premises; and
- failure by Johnson to comply with the federal E-Verify Program.

**Contract Amount:** The estimated total cost of the Product Agreement over the three (3) year term is $994,946.05. UMMC has included a ten percent (10%) annual increase beginning in Year 2 for potential patient volume increases.

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

**Contractor Selection Process:** The external fixation equipment qualifies as a clinical commodity 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 Johnson & Johnson Health Care Systems, Inc. for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

17. **UMMC-REQUEST FOR APPROVAL TO EXTEND THE MASTER AGREEMENT WITH ROCHE DIAGNOSTICS CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to extend the current renewal term by one (1) year and add funds for the existing Schedule 12231 to the Master Agreement with Roche Diagnostics Corporation. The current Schedule 12231, as amended, allows the Schedule to be extended on a month-to-month basis. With the month-to-month extension included in the amended Schedule 12331, no further amendment is needed to extend the term. UMMC seeks Board approval for the additional month-to-month renewal period beyond May 21, 2019. Extending the month-to-month for one year and adding funds will allow UMMC to continue to purchase reagents and rent laboratory equipment while working on a new agreement for updated equipment and reagents. This time frame includes contract negotiation, approval, equipment build, and installation time.
Contractor’s Legal Name: Roche Diagnostics Corporation (Roche)

History of Contract: On October 18, 2012, UMMC was approved by the Board to enter into a Master Agreement under which UMMC may negotiate future Statements of Work or Product and/or Product Schedules with Roche attached to the Master Agreement. In addition, the Board approved UMMC to enter into Schedule 12231 for the lease of laboratory equipment, the purchase of equipment maintenance and the purchase of associated supplies for chemistry and immunoassay testing. The term of the Schedule is for five (5) years from the commencement date, which was the date of first use of the last piece of equipment listed in the Schedule or May 22, 2013. The total estimated cost of the original schedule was $12,363,215.55.

On January 22, 2015, the Board approved an amendment to Schedule 12231 to remove one (1) instrument from the Schedule and add it to another Schedule, as well as change the location of another instrument. The revised cost of Schedule 12231 was $11,908,680.55.

On August 20, 2015 the Board approved Amendment 2 to Schedule 12231 for an upgrade to the Middleware Software and to substitute one (1) operator training slot provided in the original agreement for one (1) Rules Training for the upgraded software. There was no cost associated with Amendment 2.

On April 21, 2016, the Board approved Amendment 3 to Schedule 12331 that allowed UMMC to move equipment from one location to another, return instruments previously utilized in the UMMC Medical Pavilion, and amend the service payments related to an instrument whose implementation had been delayed. The revised cost of Schedule was $11,753,861.81.

On August 17, 2017, the Board approved Amendment 4 to Schedule 12331 that allowed UMMC to remove reagents that UMMC no longer purchases, add two (2) new reagents that UMMC wishes to purchase, and extend the Schedule on a month-to-month renewal term upon expiration. The Board approved one (1) year of the month-to-month renewal term options, which will expire May 21, 2019. With the month-to-month extension included in the amended Schedule 12331, no further amended is needed to extend the term at this time. UMMC seeks Board approval for the additional month-to-month renewal period beyond May 21, 2019.

Specific Type of Contract: This is a request to extend the renewal term and funds to Schedule 12231 to the Master Agreement.

Purpose: The purpose of this request is extend the current renewal term by one (1) year and add funds for the existing Schedule 12231 to the Master Agreement. The current Schedule 12231, as amended, allows the Schedule to be extended on a month-to-month basis. With the month-to-month extension included in the amended Schedule 12331, no further amendment is needed to extend the term. UMMC seeks Board approval for the
additional month-to-month renewal period beyond May 21, 2019. Extending the month-to-month for one year and adding funds will allow UMMC to continue to purchase reagents and rent laboratory equipment while working on a new agreement for updated equipment and reagents. This time frame includes contract negotiation, approval, equipment build, and installation time.

**Scope of Work:** Under Schedule 12231, as amended, UMMC leases laboratory equipment, purchases equipment maintenance, and purchases associated reagents and supplies used in chemistry and immunoassay testing in UMMC’s Clinical Laboratory.

**Term of Contract:** The term of the amended Schedule 12231 is eight (8) years, commencing May 22, 2013, and ending May 21, 2020. This request extends the month-to-month renewal option for one (1) year, through May 21, 2020.

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

- default by either party under the Master Agreement,
- for a breach by Roche of any representations and warranties to UMMC,
- 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,
- reduction of funds, and
- failure by Roche to comply with the federal E-Verify program.

Schedule 12231 may be terminated for the following:

- during the renewal term, by either party upon sixty (60) days advance written notice.

**Contract Amount:** The estimated cost over the eight (8) year term of Schedule 12231 is $17,469,918.90. The Board previously approved up to $14,753,861.81 over six (6) years through May 21, 2019. UMMC anticipates the need for an additional $2,716,057.09 for the additional one (1) year.

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

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

**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 Roche Diagnostics.
18. **UMMC- REQUEST FOR APPROVAL TO ENTER INTO A PRODUCT AGREEMENT WITH SSI MANAGEMENT SERVICES, LLC dba Hritz MANAGEMENT SERVICES**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement with SSI Management Services, LLC d/b/a Hritz Management Services (Hritz) to assess, advise, and lead improvement efforts for revenue cycle operations at UMMC. The Services Agreement includes an overarching Statement of Work (SOW1) for the entire phased project, as well as two Statements of Work (SOW2 and SOW3, respectively) for specific interim leadership to be provided at the outset of the agreement. UMMC requests approval to execute future Statements of Work that fit within the framework established by SOW1, so long as the total cost does not exceed the total requested herein.

**Contractor’s Legal Name:** SSI Management Services, LLC d/b/a Hritz Management Services

**History of Contract:** This is a new agreement for revenue cycle consulting services. UMMC has identified large opportunities to realize improvements in all aspects of revenue cycle operations, including coding, health information management, billing and collections, etc. Interim leadership will allow UMMC the time to restructure and reorganize the department before filling permanent positions, as well as provide the expertise in assisting UMMC with adjusting processes and procedures to better align with industry best practices. UMMC has identified a high amount of revenue that may be lost due to gaps in internal operational efficiencies. UMMC believes that the additional revenue to be gained with improvements in revenue cycle operations will far exceed the cost of this agreement.

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

**Purpose:** The purpose of the agreement is to assess, advise, and lead improvement efforts for revenue cycle operations at UMMC by leveraging Hritz’s experience in healthcare financial operations management in hospitals, medical groups, and integrated delivery systems and their diverse network of highly qualified professionals and vendors. This improvement to UMMC’s revenue cycle operations will require careful planning, deliberate sequencing of activities, and thorough project management.

**Scope of Work:** Under the Agreement, Hritz will:

- Work with UMMC’s team to complete and support UMMC’s ongoing efforts to establish critical infrastructure or capabilities;
Hire and train additional staff;
Provide interim leadership as needs arise;
Assess revenue cycle functions from scheduling through registration, medical records, billing, and follow-up to account resolution;
Assist in implementing recommended changes;
Advise on organization structure, policies, and procedures; and
Guide the selection of vendor partners.

Term of Contract: The term of the agreement begins June 1, 2019 and continues through the last effective Statement of Work. The terms of SOW2 and SOW3 are two (2) years, from June 1, 2019, through May 31, 2021. SOW1 estimates that the entire project will take approximately three (3) years, or through May 31, 2022.

Termination Options: Termination options include the following:

- By agreement of both parties;
- By either party with or without cause upon sixty (60) days’ written notice;
- By UMMC in the event Hritz refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract if not cured within ten (10) days;
- Immediately upon Hritz’s breach of any of the following ongoing representations and warranties that Hritz, including its employees and agents:
  - is not prohibited from entering into this agreement;
  - is not currently excluded, debarred or otherwise ineligible to participate in any federal healthcare programs or any state healthcare programs;
  - has the knowledge and skill necessary to properly perform its duties and responsibilities;
  - has the right and unrestricted ability to assign the Work Product to UMMC as set forth in Section 9 (including, without limitation, the right to assign any Work Product created by employees or contractors);
  - the Work Product will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law; and
  - all persons employed or engaged by Hritz to perform the services will be authorized to work in the United States;
- By UMMC upon thirty (30) days written notice in the event of a reduction in funds; and
- In the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days.

Contract Amount: The total estimated cost of the entire agreement, as described in SOW1, is $4,000,000, which includes professional fees, travel, and expenses. The total cost of SOW2 is $1,164,000. The total cost of SOW3 is $732,000. The amount remaining for future Statements of Work is $2,104,000.
Funding Source of Contract: The Agreement will be funded by hospital patient revenue.

Contractor Selection Process: Hritz is an established revenue cycle operations leader in the national market and has successfully improved revenue cycle operations at other academic medical centers. Most vendors only offer solutions for portions of revenue cycle operations or offer complete outsourcing of revenue cycle operations. However, UMMC sought a comprehensive solution for all revenue cycle operations while retaining the department in-house. Upon research of the available market, UMMC determined Hritz offered the best fit for UMMC’s comprehensive need.

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 SSI Management Services, LLC dba Hritz Management Services for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

19. UMMC - REQUEST FOR APPROVAL TO ENTER INTO A PRICING AGREEMENT WITH W.L. GORE & ASSOCIATES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Pricing Agreement with W. L. Gore and Associates, Inc. (Gore) for the purchase of GORE® VIABAHN® Endoprosthesis, VBX Expandable Endoprosthesis and TIGRIS® Vascular Stent products. These products are for the treatment of complex arterial and vascular stenosis in adult and pediatric patients. UMMC also requests approval to add or remove products covered by the agreement without requiring prior submission for Board approval, so long as there is adequate funding remaining.

Contractor’s Legal Name: W. L. Gore and Associates, Inc.

History of Contract: UMMC has purchased GORE® VIABAHN® Endoprosthesis products since February of 2017 without a contract. Gore now offers discounts and rebates for certain volume of purchases each year, which require a contract between the parties.

Specific Type of Contract: This is a new Pricing Agreement.

Purpose: The purpose of the agreement is to purchase GORE® VIABAHN® Endoprosthesis, VBX Expandable Endoprosthesis and TIGRIS® Vascular Stent products. These products are for the treatment of complex arterial and vascular stenosis in adult and pediatric patients.
Scope of Work: Under the agreement, Gore will provide discounted pricing and rebates when earned by UMMC based on purchase volume.

Term of Contract: The term of the agreement is three (3) years, from June 1, 2019, through May 31, 2022.

Termination Options: Termination options include the following:

- by either party without cause upon thirty (30) days prior written notice; and
- in the event a party is unable to provide services required for a period of thirty (30) consecutive days as a result of a continuing force majeure event, either party may cancel the affected services.

Contract Amount: The total estimated cost over the three (3) year term is $1,586,694.23. UMMC has included a projected ten percent (10%) annual growth in volume for years two and three and a two and a half percent (2.5%) price increase in year three.

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

Contractor Selection Process: The Gore 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 W. L. Gore and Associates, Inc. for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.
Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

Board Policy §902, Initiation of Construction Projects

The Board must approve the initiation of a project for the construction of new facilities, repairs and renovations to existing facilities and requests for a capital outlay with a total project budget exceeding $1,000,000 regardless of how the projects are financed. It is the intent of the Board that its appropriate staff under the direction of the Commissioner shall be involved in all phases of building projects requiring approval by the Board. All construction, repairs, and renovation projects with a total budget of $1,000,000 or less may be approved by the Institutional Executive Officer. However, all projects utilizing any state bond funds, including Ayers funds, must be initiated with STAFF approval from the Office of Real Estate and Facilities. No further approvals are required by IHL staff for projects of $1,000,000 or less unless the budget changes. All budget changes for these projects must be reported to the Office of Real Estate and Facilities.

Board Policy §904(A), Board Approval

When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.

After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:

1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.
2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;
3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and
4. The design professional previously approved by the Board has not changed.
If the above four conditions have been met, the Board’s Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

Prior to the commencement of construction, the Board must approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project. This requirement applies to all buildings and facilities on an institution’s property even if the land is leased to an institution’s affiliated entity or a private developer.

**Board Policy §905(A), Real Estate Management**

Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Board approval prior to the execution of a contract for the sale of real property is required for all land sales, regardless of the sale price. Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Request for approval of land contracts shall include property descriptions, terms of purchase, lease, or sale and intended use of the property. An institution acquiring or disposing of real property shall receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The sale price of real property shall be no less than the average of the two appraisals.

**Board Policy §905(B), Real Estate Management**

Prior to Board consideration of the purchase or acceptance of real estate from any source, a Phase I or more detail Environmental Report shall be completed by qualified personnel and submitted to the Board’s Real Estate and Facilities Office. In the event hazardous substances are confirmed as having existed in the past or as presently existing, the Board reserves the right to cancel the transaction without liability, or to permit the other party or parties to remove the hazardous substances at its or their expense in a manner sufficient to receive a “no further action” letter from the State’s Department of Environmental Quality.

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

BUREAU OF BUILDING PROJECTS

1. MSU – GS 105-355 – Engineering and Science Complex

   Project Request: Mississippi State University requests approval to revise the funding sources for the Engineering and Science Complex project. MSU requests to delete the EBC Funds in the project and increase the funding from MSU Funds from $4,000,000 to $8,000,000.

   Current Project Phase: Construction Phase

   Design Professional: Eley Guild Hardy Architects

   General Contractor: West Brothers Construction

   Prior Budget Increases: The project was initiated with the Board in August of 2011. The budget will not increase with this revision to the funding sources.

   Purpose/Justification: Mississippi State University is seeking to modify the funding sources for the project.

   Project Scope: Project shall consist of approximately 70,000 square feet of new construction which will house Classrooms, offices, teaching labs, research labs, chemistry labs, support space and high bay areas. This facility is the first building for the proposed Engineering and Science Complex.

Mississippi State University is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget increases and changes in funding sources/scope to the Board for approval.
**Project Initiation Date:**  August 2011

**Proposed Project Budget:**

<table>
<thead>
<tr>
<th></th>
<th>Current Budget</th>
<th>Proposed Budget</th>
<th>Amount (+/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Costs</td>
<td>$25,000,000.00</td>
<td>$25,000,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Architectural and</td>
<td>$1,524,900.00</td>
<td>$1,524,900.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Engineering Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Project</td>
<td>$5,700,100.00</td>
<td>$5,700,100.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture &amp; Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>$1,275,000.00</td>
<td>$1,275,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Project Budget</strong></td>
<td>$34,000,000.00</td>
<td>$34,000,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Proposed Funding Source(s):** SB 2906, Laws of 2015 ($13,000,000); SB 2844, Laws of 2015 ($1,000,000); MSU Foundation Funds ($12,000,000); MSU Funds ($8,000,000)

**Staff Recommendation:** Board staff recommends approval of this item.
2. **MSU – GS 105-357 – Music Building**

**Project Request:** Mississippi State University requests approval to rename the project from Pre-Plan Music Building to “Music Building”. Mississippi State University also requests to increase the budget for the project and to add MSU Funds as a funding source to the project. The budget will increase from the pre-plan budget of $700,000.00 to $17,000,000.00, for an increase of $16,300,000.00. In addition, Mississippi State University requests approval of the exterior design of the Music Building.

**Current Project Phase:** Design Phase

**Design Professional:** Allred Stolarski Architects (Formerly Allred Architectural Group)

**General Contractor:** TBD

**Prior Budget Modifications:** The project was initiated with the Board in May of 2017 with a pre-plan project budget of $700,000.00. This is the first budget modification request made for this project by the university.

**Purpose/Justification:** Mississippi State University is requesting approval to increase the project budget from a pre-plan budget of $700,000 to $17,000,000 for the design and construction of the Music Building. In order to increase the budget MSU must add $3,000,000 of MSU funds to the project. In addition, MSU requests approval of the exterior renderings which are required to be approved before the university can begin construction.

**Project Scope:** The scope of this project is to design and construct a new music facility on the campus of Mississippi State University. This project will include architectural, structural, mechanical, plumbing, electrical and required furnishings. The project will consist of approximately 37,000 square feet.

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. In addition, MSU is acting in accordance with Board Policy §904(A), Board Approval, that requires 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.

**Project Initiation Date:** May 2017
Proposed Project Budget:

<table>
<thead>
<tr>
<th></th>
<th>Current Budget</th>
<th>Proposed Budget</th>
<th>Amount (+/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Costs</td>
<td>$ 0.00</td>
<td>$ 14,000,000.00</td>
<td>$ 14,000,000.00</td>
</tr>
<tr>
<td>Architectural and Engineering Fees</td>
<td>$ 700,000.00</td>
<td>$ 822,823.00</td>
<td>$ 122,823.00</td>
</tr>
<tr>
<td>Miscellaneous Project Costs</td>
<td>$ 0.00</td>
<td>$ 1,477,177.00</td>
<td>$ 1,477,177.00</td>
</tr>
<tr>
<td>Furniture &amp; Equipment Costs</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Contingency</td>
<td>$ 0.00</td>
<td>$ 700,000.00</td>
<td>$ 700,000.00</td>
</tr>
<tr>
<td><strong>Total Project Budget</strong></td>
<td>$ 700,000.00</td>
<td>$ 17,000,000.00</td>
<td>$ 16,300,000.00</td>
</tr>
</tbody>
</table>

Proposed Funding Source(s): HB 1729, Laws of 2016 ($14,000,000); MSU Funds ($3,000,000)

Staff Recommendation: Board staff recommends approval of this item.
Rendering 1: West Side of Music Building

Rendering 2: West Side of Music Building
APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

**Mississippi State University**
Darrin Dodds; *hired with tenure*; Professor and Head of the Department of Plant and Soil Science; salary $175,000 per annum, pro rata; E & G Funds; 12-month contract; effective April 1, 2019

**Mississippi Valley State University**
Arthur Cartlidge; *rehired retiree*; Site Coordinator, Greenville Higher Education Center; salary of $20,000 per annum, pro rata; E&G Funds; 12-month contract; effective March 1, 2019

Willie Totten; *rehired retiree*; Assistant Football Coach, Department of Athletics; salary of $30,000 per annum, pro rata; E&G Funds; 12-month contract; effective April 1, 2019

**University of Mississippi**
Deanna Kreisel; *hired with tenure*; Associate Professor of English; Department of English; salary of $85,000 per annum, pro rata; E&G Funds; 9-month contract; effective July 1, 2019

**University of Southern Mississippi**
Brett Becton, *hired with tenure*, Dean of College of Business and Economic Development; salary $255,000 per annum, pro rata; E&G funds; 12-month contract; effective July 1, 2019

2. Change of Status

**Jackson State University**
Mohammad Shahbazi; *from Professor and Interim Dean, School of Public Health*; salary $140,000 per annum, pro rata; E&G Funds; 12-month contract ending June 30, 2019; *to Professor for Behavioral and Environmental Health*; salary $82,756; 9-month contract; E&G Funds; effective August 16, 2019

**Mississippi State University**
Donna K. Brocato; Associate Professor *with tenure* for Counseling, Educational Psychology and Foundations; salary $67,672.00 per annum, pro rata; E&G Funds; 9-month contract; termination effective March 22, 2019

Reuben Moore; *from Associate Director/Extension Research Professor/Interim Director, MAFES Administration*; salary $215,209 per annum, pro rata; E&G Funds; 12-month contract; *to Interim Vice President and Extension Research Professor, Division of Agriculture, Forestry, and Veterinary Medicine*; salary $265,209 per annum, pro rata; E&G Funds; 12-month contract; effective date pending approval
University of Mississippi Medical Center
Mary W. Stewart; from Professor of Nursing, Assistant Dean for Academic Program Development, and Director of PhD in Nursing program; salary $140,000 per annum, pro rata; E&G funds; 12-month contract; to Professor of Nursing, Interim Dean, Assistant Dean for Academic Program Development, and Director of PhD in Nursing program; salary $225,000 per annum, pro rata; E&G funds; 12 month contract, effective December 16, 2018

3. Sabbatical

Jackson State University
Mark Bernhardt; Professor of History; from $58,796 per annum, pro rata; E&G Funds; 9-month contract; to salary of $29,398 for sabbatical period; E&G Funds; effective August 16, 2019 to December 12, 2019; professional development

Mohammad Shahbazi; Professor of Behavioral and Environmental Health; from salary $82,756 per annum, pro rata; Ayers Funds; 9-month contract; to salary $41,378 for sabbatical period; Ayers Funds; effective August 16, 2019 to December 31, 2019; professional development

Mississippi State University
FROM: Jeffrey Haupt; Professor, Art; from salary of $72,132.00 per annum, pro rata; 9-month contract; E&G Funds; to salary of $36,066.00 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development [Originally approved by IHL Board March 22, 2018.]
CORRECTED: Jeffrey Haupt; Professor, Art; from salary of $73,214.00 per annum, pro rata; 9-month contract; E&G Funds; to salary of $36,607.00 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

University of Mississippi Medical Center
Brian M. Kirmse; Associate Professor of Pediatrics; from salary of $242,725 per annum, pro rata; E&G Funds; 12-month contract; to salary of $32,674.52 for sabbatical period; E&G Funds; effective June 15, 2019 to August 2, 2019; professional development

4. Tenure

Alcorn State University
Ananda Nanjundaswamy; promotion to Associate Professor; Department of Agriculture; effective August 13, 2019

Delta State University
Joshua Armstrong; promotion to Associate Professor; Department of Music; effective August 19, 2019
Liza Bondurant; promotion to Associate Professor; Division of Mathematics and Sciences; effective August 19, 2019

Melody Fortune; promotion to Associate Professor; Division of Management, Marketing, and Business Administration; effective August 19, 2019

James Gerald; promotion to Associate Professor; Division of Mathematics and Sciences; effective August 19, 2019

Tomeka Harbin; promotion to Associate Professor; Division of Management, Marketing, and Business Administration; effective August 19, 2019

Addie Herrod; Associate Professor; Robert E. Smith School of Nursing; effective August 19, 2019

Christopher Jurgenson; promotion to Associate Professor; Division of Mathematics and Sciences; effective August 19, 2019

Michael Stanley; promotion to Associate Professor; Department of Art; effective August 19, 2019

Merideth Van Namen; promotion to Associate Professor; Division of Teacher Education, Leadership, and Research; effective August 19, 2019

Franco Zengaro; promotion to Associate Professor; Division of Health, Physical Education, and Recreation; effective August 19, 2019

**Mississippi University for Women**

Chrystal Hodges; promotion to Associate Professor; Department of Education; effective August 19, 2019

Brandy Larmon; promotion to Professor; Department of Associate Nursing; effective July 1, 2019

Timothy Chad Murphy; promotion to Associate Professor; Department of Health and Kinesiology; effective August 19, 2019

Hillary Richardson; promotion to Associate Professor; Department of Library Services; effective July 1, 2019

Clara Rustin; promotion to Professor; Department of Associate Nursing; effective July 1, 2019
Maria Scott; promotion to Professor; Department of Baccalaureate Nursing; effective July 1, 2019

Phillip Stockton; promotion to Associate Professor; Department of Music; effective August 19, 2019

University of Mississippi
Kris Belden-Adams; promotion to Associate Professor; Department of Art and Art History; effective July 1, 2019

Lindy Mae Brady; promotion to Associate Professor; Department of English; effective July 1, 2019

Melissa Demetria Cinelli; promotion to Associate Professor; Department of Marketing; effective July 1, 2019

David A. Colby; Associate Professor and Research Associate Professor; Department of BioMolecular Sciences; effective July 1, 2019

Renee Cunningham; promotion to Associate Professor; Department of Teacher Education; effective July 1, 2019

Jared Heath Delcamp; promotion to Associate Professor; Department of Chemistry and Biochemistry; effective July 1, 2019

Simone P. Delerme; promotion to Associate Professor of Sociology and Anthropology and McMullan Associate Professor of Southern Studies; Department of Sociology and Anthropology; effective July 1, 2019

Antonia L. Eliason; promotion to Associate Professor; School of Law; effective July 1, 2019

Adam J. Estes; promotion to Associate Professor; Department of Music; effective July 1, 2019

Carolyn R. Freiwald; promotion to Associate Professor of Anthropology; Department of Sociology and Anthropology; effective July 1, 2019

Michael Charles Gardiner; promotion to Associate Professor; Department of Music; effective July 1, 2019

Shennette Monique Garrett-Scott; promotion to Associate Professor of History and African American Studies; Department of History; effective July 1, 2019

Selim Giray; promotion to Associate Professor; Department of Music; effective July 1, 2019
Vanessa Gregory; *promotion to* Associate Professor; School of Journalism; effective July 1, 2019

Toshikazu Ikuta; *promotion to* Associate Professor; Department of Communication Sciences and Disorders; effective July 1, 2019

Hyunwoo Joung; *promotion to* Associate Professor; Department of Nutrition and Hospitality Management; effective July 1, 2019

Stacey M. Lantagne; *promotion to* Associate Professor; School of Law; effective July 1, 2019

Martial Longla; *promotion to* Associate Professor; Department of Mathematics; effective July 1, 2019

Marcos Alexander Mendoza; *promotion to* Associate Professor of Anthropology; Department of Sociology and Anthropology; effective July 1, 2019

Maureen S. Meyers; *promotion to* Associate Professor of Anthropology; Department of Sociology and Anthropology; effective July 1, 2019

Rachna Prakash; *promotion to* Associate Professor; Patterson School of Accountancy; effective July 1, 2019

Joshua S. Sharp; *promotion to* Associate Professor and Research Associate Professor; Department of BioMolecular Sciences; effective July 1, 2019

Denise A Soares; Associate Professor; Department of Teacher Education; effective July 1, 2019

Chalet Tan; Associate Professor and Research Associate Professor; Department of Pharmaceutics and Drug Delivery; effective July 1, 2019

James Michael Thomas; *promotion to* Associate Professor of Sociology; Department of Sociology and Anthropology; effective July 1, 2019

Ian Whittington; *promotion to* Associate Professor; Department of English; effective July 1, 2019

Caroline H. Wigginton; *promotion to* Associate Professor; Department of English; effective July 1, 2019
Amanda M. Winburn; *promotion to* Associate Professor; Department of Leadership and Counselor Education; effective July 1, 2019

**University of Mississippi Medical Center**
Mary Fouquier; *promotion to* Professor; School of Nursing; effective July 1, 2019

Michael Hall; Associate Professor; Department of Medicine; effective July 1, 2019

Marilyn Harrington; Associate Professor; School of Nursing; effective July 1, 2019

Juebin Huang; Associate Professor; Department of Neurology; effective July 1, 2019

Scott Rodgers; Professor; Department of Psychiatry and Human Behavior; effective July 1, 2019

Niping Wang; *promotion to* Associate Professor; Department of Periodontics and Preventive Sciences; effective July 1, 2019

Shou-Ching Tang; Professor; Department of Medicine; effective July 1, 2019

Tony Wen; Professor; Department of Obstetrics and Gynecology; effective July 1, 2019

**University of Southern Mississippi**
Joy Anestis; *promotion to* Associate Professor; School of Psychology; College of Education and Human Sciences; effective August 19, 2019

Katie Angus; *promotion to* Associate Professor; School of Social Science and Global Studies; College of Arts and Sciences; effective August 19, 2019

Joel Bolton; *promotion to* Associate Professor; School of Management; College of Business and Economic Development; effective August 19, 2019

Carey Craig; *promotion to* Associate Professor; School of Humanities; College of Arts and Sciences; effective August 19, 2019

Jennifer Courts; *promotion to* Associate Professor; School of Performing and Visual Arts; College of Arts and Sciences; effective August 19, 2019

Matthew Donahue; *promotion to* Associate Professor; School of Mathematics and Natural Sciences; College of Arts and Sciences; effective August 19, 2019

Ellen Elder; *promotion to* Associate Professor; School of Music; College of Arts and Sciences; effective August 19, 2019
Alex Flynt; promotion to Associate Professor; School of Biological, Environmental, and Earth Sciences; College of Arts and Sciences; effective August 19, 2019

Matthew Griffis; promotion to Associate Professor; School of Library and Information Science; College of Education and Human Sciences; effective August 19, 2019

Tamara Hurst; promotion to Associate Professor; School of Social Work; College of Education and Human Sciences; effective August 19, 2019

Joyce Inman; promotion to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 19, 2019

Michelle Jeanfreau; promotion to Associate Professor; School of Child and Family Sciences; College of Education and Human Sciences; effective August 19, 2019

Susan Mayfield-Johnson; promotion to Associate Professor; School of Health Professions; College of Nursing and Health Professions; effective August 19, 2019

Wonryull Koh; promotion to Associate Professor; School of Computing Sciences and Computer Engineering; College of Arts and Sciences; effective August 19, 2019

Robert Leaf; promotion to Associate Professor; School of Ocean Science and Engineering; College of Arts and Sciences; effective August 19, 2019

Dmitri Mavrodi; promotion to Associate Professor; School of Biological, Environmental, and Earth Sciences; College of Arts and Sciences; effective August 19, 2019

Colin McKenzie; Associate Professor; School of Music; College of Arts and Sciences; effective July 1, 2019

Laura Richard; promotion to Associate Professor; School of Social Work; College of Education and Human Sciences; effective August 19, 2019

Elena Stepanova; promotion to Associate Professor; School of Psychology; College of Education and Human Sciences; effective August 19, 2019

Rebecca Tuuri; promotion to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 19, 2019

Davin Wallace; promotion to Associate Professor; School of Ocean Science and Engineering; College of Arts and Sciences; effective August 19, 2019

Kimberly Ward; promotion to Associate Professor; School of Speech and Hearing Sciences; College of Nursing and Health Professions; effective August 19, 2019

Matt Ward; promotion to Associate Professor; School of Social Science and Global Studies; College of Arts and Sciences; effective August 19, 2019
STATE – 2019 APPROVAL OF ACCREDITATION OF MISSISSIPPI NURSING DEGREE PROGRAMS

Pursuant to Miss. Code Ann. §37-129-1, based on the evaluation of annual reports documenting compliance with the state nursing accreditation standards, Board approval is requested for the accreditation of Mississippi Nursing Degree Programs as indicated below.

<table>
<thead>
<tr>
<th>SCHOOL OF NURSING</th>
<th>PROGRAM TYPE</th>
<th>ACCREDITATION STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcorn State University</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>BSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>MSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>DNP</td>
<td>Initial Accreditation</td>
</tr>
<tr>
<td>Belhaven University</td>
<td>BSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>Coahoma Community College</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>Copiah-Lincoln Community College</td>
<td>ADN</td>
<td>Continuing Accreditation with Conditions</td>
</tr>
<tr>
<td>Delta State University</td>
<td>BSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>MSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>DNP</td>
<td>Full Accreditation</td>
</tr>
<tr>
<td>East Central Community College</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>East Mississippi Community College</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>Hinds Community College</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>Holmes Community College</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>Itawamba Community College</td>
<td>ADN</td>
<td>Continuing Accreditation with Conditions</td>
</tr>
<tr>
<td>Jones County Junior College</td>
<td>ADN</td>
<td>Continuing Accreditation with Conditions</td>
</tr>
<tr>
<td>Meridian Community College</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>Mississippi College</td>
<td>BSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>MSN</td>
<td>Initial Accreditation</td>
</tr>
<tr>
<td>Mississippi Delta Community College</td>
<td>ADN</td>
<td>Continuing Accreditation with Conditions</td>
</tr>
<tr>
<td>Mississippi Gulf Coast Community College</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>Mississippi University for Women</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>BSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>MSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>DNP</td>
<td>Full Accreditation</td>
</tr>
<tr>
<td>Northeast Mississippi Community College</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>Northwest Mississippi Community College</td>
<td>ADN</td>
<td>Continuing Accreditation with Conditions</td>
</tr>
<tr>
<td>Pearl River Community College</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>Southwest Mississippi Community College</td>
<td>ADN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>University of Mississippi Medical Center</td>
<td>BSN</td>
<td>Continuing Accreditation with Conditions</td>
</tr>
<tr>
<td></td>
<td>MSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>DNP</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>University of Southern Mississippi</td>
<td>BSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>MSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>DNP</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td>William Carey University</td>
<td>BSN</td>
<td>Continuing Accreditation</td>
</tr>
<tr>
<td></td>
<td>MSN</td>
<td>Continuing Accreditation</td>
</tr>
</tbody>
</table>
1Copiah Lincoln Community College
   • **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. b. Degree Completion Rate **51.66% or above** over a three-year period; ADN program degree completion rate for three-year period **49.37%** (2015/16 – 52.94%; 2016/17 – 46.94%; 2017/18 – 46.34%).
   • **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/19.

   • **CONDITION:** must submit a follow-up report to ACEN in spring 2020.

2Itawamba Community College
   • **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. b. Degree Completion Rate **60% or above** over a three-year period; ADN program degree completion rate for three-year period **56.53%** (2015/16 – 56.89%; 2016/17 – 52.41%; 2017/18 – 60.51%). Second three-year period non-compliant.
   • **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan progress report by 6/30/19.

3Jones County Community College
   • **REASON:** ADN program non-compliant with IHL Standard III. Students. State Specific Requirements 2. a. Minimum admission criteria for associate degree nursing programs: 3. All students must satisfy a criminal history background check (and LPN license required for admission to LPN to RN Advanced Placement Option).
   • **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/19.

4Mississippi Delta Community College
   • **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. b. Degree Completion Rate **61.33% or above** over a three-year period; ADN program degree completion rate for three-year period **59.90%** (2015/16 – 60.27%; 2016/17 – 71.11%; 2017/18 – 52.70%).
   • **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/19.
**Northwest Mississippi Community College**

- **REASON:** ADN program non-compliant with IHL Standard IV. Curriculum. State Specific Requirements 2.c. Undergraduate Simulation Clinical Hours: 26% up to 50% of traditional clinical hours substituted with simulation clinical hours in each individual clinical course requires approval (1:1 ratio substitution).
  
  **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/19.

- **REASON:** ADN program non-compliant with one out of six ACEN Accreditation Standards: Standard 6. Outcomes.
  
  **CONDITION:** must submit a follow-up report to ACEN in fall 2019.

**University of Mississippi Medical Center**

- **REASON:** BSN program non-compliant with IHL Standard II. Faculty and Staff. State Specific Requirements 2.a. All nursing faculty (fulltime, part-time, and adjunct) in nursing programs must have a minimum of a master’s degree with a major in nursing.
  
  **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/19.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.
1. **SYSTEM – REQUEST FOR APPROVAL TO RENEW PROPERTY INSURANCE**

**Agenda Item Request:** The Mississippi Institutions of Higher Learning’s Executive Office (IHL) requests approval to renew its property insurance coverage with **Affiliated FM Insurance Company (AFM)**. Additionally, the wind and flood coverage for the gulf coast includes a number of markets which share the risk. Those are **Axis Surplus Insurance Company (Axis); Colony Insurance Company (Colony); Evanston Insurance Company (Evanston); Landmark American Insurance Company (Landmark); Hallmark Specialty Insurance Company (Hallmark); and Lloyds of London (Lloyds).**

**Contractor’s Legal Name:** **Affiliated FM Insurance Company; Axis Surplus Insurance Company; Colony Insurance Company (Colony); Evanston Insurance Company (Evanston); Landmark American Insurance Company (Landmark); Hallmark Specialty Insurance Company (Hallmark); and Lloyds of London (Lloyds).** AFM will provide the property coverage for the system, except for the gulf coast wind coverage. That coverage is provided through a difference in conditions wind and storm surge policy of which Axis provides the largest amount of coverage.

**History of Contract:** In 2009, the Board approved a system-wide approach to insuring the system’s property. AFM has provided the primary property coverage for this program since the program’s inception.

The total insured value for the system is $12,056,556,913, an increase of 4.18% or $484 million, over the expiring schedule of values. Although negotiations will continue to attempt to improve the recommended quote, institutions with over $500 million of insured values will see a 14.5% rate increase and institutions which insure limits of $500 million or less will see a 9.78% rate increase. Institutions over this threshold may elect to lower their coverage limits to $500 million so as to reduce their premium. The rate for the wind and flood coverage for USM’s coast campuses will increase 12.5%. After years of lowering rates, and two years of significant catastrophic losses, the property insurance market is experiencing widespread rate increases.

**Specific Type of Contract:** This is a policy of property insurance coverage.

**Purpose:** The purpose of the contract is to insure the system’s properties in the most cost effective manner while meeting each university’s individual coverage needs.

**Scope of Work:** The insurer will provide property insurance coverage during the policy year in exchange for the payment of premiums by the universities and IHL.

**Term of Contract:** This will be a one-year insurance policy running from May 31, 2019, to May 31, 2020.
Termination Options: IHL may cancel the policy at its convenience at any time. Upon cancellation by IHL, the insurer will return unearned premium at 90% of the pro-rata basis. The insurer may cancel the AFM policy by providing a 60-day written notice, except that 10 days of advance written notice is required in the event of nonpayment of premium. If terminated by the insurer, the pro-rata basis of any unearned premium is returned. Cancellation by the insurer for the wind coverage requires a 90-day notice, or 10 days for non-payment of premium.

Contract Amount: The combined premium is approximately $7,388,560 for 2019-2020, but may increase or decrease through the term of the policy as universities add or decrease their insured values. An option which would decrease coverage limits to $500 million for the larger universities would result in an overall premium of $7,173,180.

Funding Source for Contract: Each university and the Board Office pays its respective share of the premium which is billed and paid directly between the insurance company and the insured.

Contractor Selection Process: IHL’s approved Broker, Willis Towers Watson (Willis), was selected through a competitive RFP process. Willis extensively marketed the program and obtained quotes for a shared and layered option. However, the incumbent quote was the lowest and best, and is therefore recommended for approval.

The chief financial officers support the purchase of this insurance policy.

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 IHL and Affiliated FM Insurance Company for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

2. DSU – REQUEST FOR APPROVAL TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SODEXO OPERATIONS, LLC

Agenda Item Request: Delta State University (DSU) requests approval to enter into a professional services agreement with Sodexo Operations, LLC (Sodexo) to provide dining, catering, and concession management services for its food service operations. DSU is also requesting approval to increase 2019-2020 faculty staff block 50 +$100 meal plan per semester from $408.00 to $608.00, for fall and spring semesters combined ($304 per semester for FY20) as reflected in this agreement.

Contractor’s Legal Name: Sodexo Operations, LLC
History of Contract: This is a new contract. DSU has contracted with Aramark Educational Services, LLC, to provide food service for its dining program since 2004. DSU’s contract with Aramark Educational Services will terminate on May 31, 2019. Delta State University is requesting the contract be approved for seven years.

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

Purpose: The purpose of the contract is for the management and operation of Delta State University’s food service program for students, faculty, staff and guest to the University.

Scope of Work: The University will grant Sodexo Operations, LLC, the right to provide meals related to meal plans, commuter dining dollars, and flex dollars for the University to resale to its students, faculty and staff at a specified rate per meal or daily rate. The University shall provide the use of its facilities for the dining services.

Sodexo shall provide meals to residents and commuters. Sodexo shall provide retail products at the University premises and at such other locations as Delta State University and Sodexo agree. Sodexo shall also provide catering services.

Term of Contract: The term of the contract is five years, commencing on July 1, 2019 and continuing through June 30, 2024, and shall be subject to renewal for one (1) additional two (2) year term upon approval by the Mississippi Institution of Higher Learning Board. Delta State University is requesting the contract be approved for seven years.

Termination Options: The agreement may be terminated as follows:
The contract may be terminated if the Vendor violates the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1. It may also be terminated for the following reasons, as stated in the contract:

A. If either Party breaches a material provision hereof (“Cause”), the non-breaching Party shall give the other Party written notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due, or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

B. In addition to all other rights set forth herein, either Party may terminate this Agreement, without prior notice, should any of the following events occur:
   1. The filing of a petition pursuant to which an adjudication of bankruptcy is entered by either Party or the parent corporation of either Party; or the entry of an order, judgment or decree by a court of competent jurisdiction, on the
application of a creditor, adjudicating either Party or the parent corporation of either Party as insolvent or approving a petition seeking reorganization or appointing a receiver or an assignee for benefit of creditors, trustee or liquidator; or

2. The consent to an involuntary petition in bankruptcy or the failure to vacate, within sixty (60) days from the date of entry thereof, any order approving an involuntary petition by either Party or the parent corporation of either Party.

3. Termination without Cause: Either Party may terminate this Agreement, in whole or in part, at any time, without Cause, upon no less than sixty (60) days' prior written notice to the other Party.

**Contract Amount:** The contract is estimated to produce $6,709,406 in revenue, including a capital investment $2,000,000.

**Funding Source of Contract:** This is a revenue generating contract.

**Contractor Selection Process:** On November 11, 2018, DSU issued a Request for Proposal (RFP) for food services. Sodexo Operations, LLC. and Aramark Educational Services, Inc. were the two vendors that responded. Delta State selected the proposal response that is most beneficial to the University. Sodexo Operations, LLC.’s proposed financial plan and investment partnership greatly exceeded that of Aramark Educational Services, LLC. Sodexo Operations, LLC.’s vision, method, and approach for Delta State University is more closely aligned with student, faculty, and staff’s vision for the food service.

Delta State University utilized a proposal rubric to judge food service proposals on varying criteria. Organizations that provided proposal responses could score 35 on their proposed financial plan, 25 on their qualifications and experience, 20 on their method and approach, 10 on their cost factors, and 10 on their investment partnership. A proposal was selected based on the scores of organizations’ proposal plan.

**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 Delta State University and Sodexo Operations, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

**3. MSU – REQUEST FOR APPROVAL TO AMEND THE FOOD SERVICE CONTRACT WITH ARAMARK EDUCATIONAL SERVICES, LLC**

**Agenda Item Request:** MSU is requesting authority to amend the food service contract with Aramark Educational Services, LLC.
Contractor’s Legal Name: Aramark Educational Services, LLC

History of Contract: MSU has been in a contract with Aramark Educational Services for approximately 13 years. This is the 7th amendment.

Specific Type of Contract: Food Services Management Agreement - Revenue contract amendment

Purpose: Aramark provides food services to the MSU campus.

Scope of Work: The purpose of this extension is to change the amount of Flex dollars in the Greek meal plan and to provide the financial terms for an Aramark commitment to convert the Burger King space into a Steak ‘n Shake.

Term of Contract: Contract amendment covers July 1, 2019 to June 30, 2025.

Termination Options: The contract may be terminated by either party, with or without cause, upon 90-days written notice to the other party.

Contract Amount: Aramark will pay up to $750,000 toward the conversion of Burger King into a Steak ‘n Shake. MSU agreed to increase the Flex dollars on the Greek meal plan $150 each semester.

Funding Source of Contract: Aramark will pay for the facility renovations. MSU agrees to amortize the cost over the life of the contract and reimburse Aramark for any unamortized costs if the contract ends early.

Contractor Selection Process: MSU is already contractually committed to Aramark Food Service through June 30, 2025.

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 Amendment between Mississippi State University and Aramark Educational Services, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. MSU – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH DYEHARD FAN SUPPLY, LLC

Agenda Item Request: MSU requests authority to enter into a contract with Dyehard Fan Supply, LLC, for the purpose of providing In-venue Athletics Apparel and Novelties.
Contractor’s Legal Name: Dyehard Fan Supply, LLC

History of Contract: This is a new contract.

Specific Type of Contract: Revenue contract

Purpose: The contractor will provide retail sales of athletic apparel and novelties within the various athletic venues to provide fans with easy access to desired items and increase revenue to MSU.

Scope of Work: Per Option B of the Dyehard proposal, Dyehard Fan Supply will partner with MSU as the official merchandise and retail provider at event/game day in athletic venues.

Term of Contract: Contract shall commence on the date the last party executes the contract and expires on June 30, 2024 with the option of renewing for three (3) additional five (5) year periods.

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

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

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

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

Contract Amount: MSU will share in the revenue and benefits as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Guarantee</th>
<th>Royalty on Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Up to $500,000</td>
</tr>
<tr>
<td>Year 1</td>
<td>&gt;of $25,000 or</td>
<td>18%</td>
</tr>
<tr>
<td>Year 2</td>
<td>&gt;of $25,000 or</td>
<td>20%</td>
</tr>
<tr>
<td>Year 3</td>
<td>&gt;of $25,000 or</td>
<td>22%</td>
</tr>
<tr>
<td>Year 4 -5</td>
<td>&gt;of $25,000 or</td>
<td>24%</td>
</tr>
<tr>
<td>Year 6 - 10</td>
<td>&gt;of $25,000 or</td>
<td>26%</td>
</tr>
</tbody>
</table>
Dyehard Fan Supply will provide a CapEx commitment of $75,000 for the 5-year agreement
Dyehard Fan Supply will give Mississippi State Annual Trade Credit of $10,000
Dyehard Fan Supply will give Mississippi State a signing bonus of $5,000
Dyehard Fan Supply will commit to a minimum annual spend of $5,000 on in venue advertising

The total estimated 5-year revenue for the contract is $291,702.

Funding Source of Contract: This is revenue contract where MSU will receive funds from the Contractor.

Contractor Selection Process: MSU has had a contract with Barnes and Noble for providing In-venue Athletics Apparel and Novelties. The current contract expires on June 30, 2019. MSU issued RFP #19-089 for “Textbook Sales Program, School Supplies, In-Venue Athletics Apparel and Novelties, and School Spirit Shop, for Mississippi State University”. Proposals were received and, when comparing the proposals for In-venue Athletic Apparel and Novelties, it was determined Dyehard Fan Supply provided the best overall proposal.

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 Mississippi State University and Dyehard Fan Supply, LLC 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 PARTICIPATION AGREEMENT WITH CARDINAL HEALTH 110 LLC AND CARDINAL HEALTH 112 LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Participation Agreement with Cardinal Health 110, LLC and Cardinal Health 112, LLC (collectively, Cardinal) for pharmaceutical distribution services in support of UMMC Specialty Pharmacy’s 340b contract pharmacy business.

Contractor’s Legal Name: Cardinal Health 110, LLC and Cardinal Health 112, LLC

History of Contract: This is a new agreement with Cardinal. In late 2018, UMMC established its Specialty Pharmacy program and began contracting with specialty and retail contract pharmacies. Specialty pharmacy programs enable health systems to dispense and manage complex, expensive medications for patient populations they serve, delivering better patient service and outcomes, as well as garnering significant revenue for UMMC. Costs
incurred under this drug wholesaler agreement will be directly linked to revenues at the individual prescription level; only those claims which result in positive net revenue after drug costs and fees will be processed.

UMMC is currently contracted with Morris and Dickson Co., LLC (M&D) as UMMC’s primary provider of wholesale pharmaceutical services. However, several large retail and specialty pharmacies require the use of Cardinal for distribution of pharmaceuticals to those retailer locations. The acquisition of additional drug wholesaler agreements for specific contract pharmacies will not impact UMMC’s primary wholesaler relationship with M&D.

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

**Purpose:** The purpose of this agreement is to provide pharmaceutical wholesale distribution services, a critical enabler of UMMC Specialty Pharmacy’s 340b contract pharmacy business, which is a key driver of program profitability.

**Scope of Work:** Under this agreement, Cardinal will act as a drug wholesaler for UMMC Specialty Pharmacy’s 340b contract pharmacy business. When a specialty or retail contract pharmacy dispenses an eligible 340b medication, UMMC’s third-party administrator will direct Cardinal to replenish that inventory and invoice UMMC. Cardinal is responsible for inventory stocking, deliveries, contracting with manufacturers, invoicing, and reporting.

**Term of Contract:** The term of the agreement is five (5) years, from June 1, 2019, through May 31, 2024.

**Termination Options:** Termination options include the following:

- In the event Cardinal’s agreement with Apexus, LLC expires or is terminated; and
- By either party at any time upon ninety (90) days’ written notice;

**Contract Amount:** The estimated cost of the agreement over the five (5) year term is $22,889,220. This projection is based on current volumes of UMMC-prescribed specialty prescriptions that are filled by third-party contract pharmacies. Wholesale distribution costs are based on a markup established between the provider and the distributor. Markups, in the wholesale pharmaceutical industry, means the percentage of available discounts a provider can achieve based upon the provider’s purchase volume of pharmaceutical products. The more a provider spends on pharmaceuticals, in total, the greater the percentage discount or markup the provider will receive. The estimated cost of this agreement is dependent upon several variable factors, which include but are not limited to UMMC’s average monthly purchase volume, increase in the number of contract pharmacy locations, drug availability, variance in the cost of manufacturing, and number of emergency deliveries incurred for each location. Costs incurred under this drug wholesaler agreement will be directly linked to revenues at the individual prescription level; only those claims which result in positive net revenue (after drug costs and fees) will be processed.
Funding Source of Contract: The agreement will be funded directly through revenues generated by the contract pharmacy business.

Contractor Selection Process: Several large retail and specialty pharmacies require the use of Cardinal for distribution of pharmaceuticals to those retailer locations.

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 Cardinal Health 110, LLC and Cardinal Health 112, LLC for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

6. UMMC– REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH MORRIS & DICKSON CO., LLC AND NOVATION, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval for additional funding for its current agreement with Morris & Dickson Co., LLC and Novation, LLC (now Vizient) for wholesale pharmacy distribution services. Additional funds are needed due to an increase in national drug costs, as well as an increase in UMMC’s patient volumes in the areas of cancer, transplant, and outpatient infusion therapies, all of which have led to higher than expected expenditures. This increase in cost reflects national trends.

Contractor’s Legal Name: Morris & Dickson Co., LLC (Morris & Dickson)

History of Contract: On April 16, 2015, the Board approved the agreement with Morris & Dickson and Novation, LLC (now Vizient), UMMC’s primary group purchasing organization, for the provision of wholesale pharmaceutical services for a total estimated cost of $457,373,908.62. The contract was effective May 1, 2015, and will expire on April 30, 2020.

Specific Type of Contract: This is a request for additional funding for the pharmaceutical wholesale distribution services agreement.

Purpose: The purpose of the agreement is to provide for primary pharmaceutical wholesale distribution services. Such distributors are essential to providers in that they supply drugs at discounted rates (wholesale), ensure a constant supply of pharmaceutical products, and eliminate the need for providers to warehouse large quantities of pharmaceutical products. Additional funds are needed due to an increase in national drug costs, as well as an increase in UMMC’s patient volumes in the areas of cancer, transplant, and outpatient infusion therapies, all of which have led to higher than expected expenditures. This increase in cost reflects national trends.
Scope of Work: Under the agreement, Morris & Dickson will:

- warehouse pharmaceuticals as necessary,
- provide for the addition of drugs to its inventory as needed or required by UMMC,
- provide deliveries on a schedule that meets UMMC’s needs,
- provide up to four (4) emergency deliveries per month at no charge per UMMC pharmacy location,
- commit to meeting a product fill rate of 98%,
- provide a method for electronic ordering and payment, and
- provide reports to UMMC that will assist UMMC in analyzing and adjusting, as necessary, its pharmaceutical purchases.

Under the agreement, UMMC will:

- ensure meet pay requirements, such as quick pay discounts, to ensure continued receipt of additional discounts over the base wholesale discount price, and
- purchase not less than 90% of its need for pharmaceutical products from Morris & Dickson.

Term of Contract: The term of the agreement remains five (5) years, from May 1, 2015, through April 30, 2020.

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

- by either party upon the occurrence of a breach by the other party, if such breach remains uncured for sixty (60) days following written notice by the non-breaching party;
- by either parting in the event of a breach that is of a nature that it cannot be cured in sixty (60) days, if the breaching party commences a cure within sixty (60) days but such breach remains uncured for ninety (90) days following written notice by the non-breaching party;
- by UMMC upon thirty (30) days’ written notice in the event Morris & Dickson’s fill rate performance is at or below 94.9% for two (2) consecutive months;
- automatically in the event Morris & Dickson’s agreement with Vizient expires or is terminated;
- in the event either party becomes the subject of insolvency, bankruptcy, or is in receivership;
- by either party upon sixty (60) days’ written notice should the other party experience a “change of control,” such as a merger with or purchase by another company;
- by mutual consent between Morris & Dickson and UMMC effective sixty (60) days after written notice; and
- by UMMC upon sixty (60) days’ written notice.
Contract Amount: The revised estimated cost over the five (5) year term of the agreement is $517,373,908.62. The original cost of the five (5) year agreement was estimated to be $457,373,908.62. UMMC anticipates the need for an additional $60,000,000.00 for the remainder of the term.

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

Contractor Selection Process: UMMC is currently contracted with Morris & Dickson Co., LLC

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. Board staff recommends approval of this item. (As the Board is being asked to provide approval to modify the total expenditure amount of the agreement, no additional approval by the Legal Staff is required.)

7. UMMC – REQUEST APPROVAL TO ENTER INTO LEASE AGREEMENT WITH BAKER-HARDY REAL ESTATE, L.P.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Medical Office Building Lease with Baker-Hardy Real Estate, L.P. (Baker-Hardy) for 3,000 square feet of clinic space located at 2109 Hardy Street, Hattiesburg, MS. The space will be utilized by UMMC Children’s of Mississippi for a pediatric clinic, including various specialty services. 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: Baker-Hardy Real Estate, L.P.

History of Contract: On June 16, 2016, the Board approved a three (3) year sublease with Wesley Health System, LLC (Wesley) for the space located at 2109 Hardy Street, Hattiesburg, MS, which will expire June 30, 2019. Wesley currently leases the space from property owner Baker-Hardy, which also will expire June 30, 2019. UMMC desires to enter into a new lease directly with the property owner and continue pediatric clinic operations at this location.

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

Purpose: The purpose of the agreement is to lease 3,000 square feet of clinic space located at 2109 Hardy Street, Hattiesburg, MS. The space will be utilized by UMMC Children’s of Mississippi for a pediatric clinic. The pediatric specialties represented at this clinic include
cardiology, pulmonary, hematology/oncology, Child Safe Center, genetics, gastroenterology, neurology, weight management, and endocrinology.

**Scope of Work:** Under the lease, Baker-Hardy will:
- Lease 3,000 square feet of clinic space to UMMC;
- Provide all utilities and maintenance, which are included in the base rent;
- Abate $3,000 of the rent due the first month to allow UMMC to touch-up the paint in the interior of the premises.

**Term of Contract:** The term of the agreement is three (3) years, from July 1, 2019, through June 30, 2022.

**Termination Options:**
- By UMMC in the event Baker-Hardy causes any utility service interruption lasting longer than 30 consecutive days;
- By UMMC in the event of a partial destruction of the premises and Baker-Hardy 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;
- 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 Baker-Hardy 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 the 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:
  - is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - has 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
  - is 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;
By either party in the event of a reduction in funds of UMMC; 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 $219,600.00 over the three (3) year term. UMMC’s initial base rent is approximately $24.00 per square foot, which remains firm throughout the term of the lease. UMMC has included additional potential costs for increases in operating costs up to five percent (5%) each year.

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

**Contractor Selection Process:** UMMC has endeavored to find another suitable location in the Hattiesburg area for this clinic but has been unsuccessful. This space meets the clinic’s needs in terms of location for the patient population that this particular general pediatric clinic currently services.

**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 Agreement between University Mississippi Medical Center and Baker-Hardy Real Estate, L.P. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

Board Policy §902, Initiation of Construction Projects

The Board must approve the initiation of a project for the construction of new facilities, repairs and renovations to existing facilities and requests for a capital outlay with a total project budget exceeding $1,000,000 regardless of how the projects are financed. It is the intent of the Board that its appropriate staff under the direction of the Commissioner shall be involved in all phases of building projects requiring approval by the Board. All construction, repairs, and renovation projects with a total budget of $1,000,000 or less may be approved by the Institutional Executive Officer. However, all projects utilizing any state bond funds, including Ayers funds, must be initiated with STAFF approval from the Office of Real Estate and Facilities. No further approvals are required by IHL staff for projects of $1,000,000 or less unless the budget changes. All budget changes for these projects must be reported to the Office of Real Estate and Facilities.

Board Policy §904(A), Board Approval

When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.

After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:

1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.
2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;
3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and
4. The design professional previously approved by the Board has not changed.
If the above four conditions have been met, the Board’s Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

Prior to the commencement of construction, the Board must approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project. This requirement applies to all buildings and facilities on an institution’s property even if the land is leased to an institution’s affiliated entity or a private developer.

**Board Policy §905(A), Real Estate Management**

Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Board approval prior to the execution of a contract for the sale of real property is required for all land sales, regardless of the sale price. Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Request for approval of land contracts shall include property descriptions, terms of purchase, lease, or sale and intended use of the property. An institution acquiring or disposing of real property shall receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The sale price of real property shall be no less than the average of the two appraisals.

**Board Policy §905(B), Real Estate Management**

Prior to Board consideration of the purchase or acceptance of real estate from any source, a Phase I or more detail Environmental Report shall be completed by qualified personnel and submitted to the Board’s Real Estate and Facilities Office. In the event hazardous substances are confirmed as having existed in the past or as presently existing, the Board reserves the right to cancel the transaction without liability, or to permit the other party or parties to remove the hazardous substances at its or their expense in a manner sufficient to receive a “no further action” letter from the State’s Department of Environmental Quality.

**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.
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 207-453 – South Oxford Center – Film Studio

   Project Request: The University of Mississippi requests approval to initiate the South Oxford Center – Film Studio project and to appoint McCarty Architects, P.A. as the design professional.

   Proposed Project Professional: McCarty 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 to 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: The University of Mississippi plans to renovate the former central storage area and tangential facilities at the South Oxford Center [former Baptist Hospital] into usable space for the new Bachelor of Fine Arts in film production program. This requires building two (2) sound stages, an editing classroom, two (2) editing rooms, Foley sound room, control room, green room, equipment storage and check-out cage, and four (4) faculty offices.

   The University of Mississippi is seeking to initiate the project and to 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:** May 16, 2019

**Date of Original Construction:** 1955

**Date of Last Renovation:** 2019

**Proposed Project Budget:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Cost:</td>
<td>$840,000.00</td>
</tr>
<tr>
<td>Architectural and Engineering Fees:</td>
<td>81,485.00</td>
</tr>
<tr>
<td>Misc. Project Costs:</td>
<td>55,075.00</td>
</tr>
<tr>
<td>Furniture &amp; Equipment Costs:</td>
<td>217,900.00</td>
</tr>
<tr>
<td>Contingency:</td>
<td>305,540.00</td>
</tr>
</tbody>
</table>

**Total Project Budget**

$1,500,000.00

**Proposed Funding Source(s):** Internal R&R Funds ($1,500,000)

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

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

IHL PROJECTS

2. **UM – IHL 207-444 – South Oxford Center – Communication Science Disorders Relocation**

**Project Request:** The University of Mississippi requests approval to increase the budget for the South Oxford Center – Communication Science Disorders Relocation project. The budget will increase from $2,000,000.00 to $2,100,000.00, for an increase of $100,000.00.

**Current Project Phase:** Construction Phase

**Design Professional:** McCarty Architects, P.A.

**General Contractor:** McCarty King Construction Company
Prior Budget Increases: This is the first budget escalation request made for this project by the university.

Purpose/Justification: The University of Mississippi is seeking to increase its budget in order to account for additional costs of signage, technology, and observation room microphones.

Project Scope: The School of Applied Sciences’ Department of Communication Sciences and Disorders (DCSD) is an undergraduate and postgraduate program that operates a complete Speech and Hearing Center that serves the University and surrounding community. The DCSD is concerned with the diagnosis and treatment of communication disorders, which include hearing, speech, language, developmental problems, and other related disorders. The requested project will renovate approximately 40,000 square feet of the recently purchased South Oxford Center (the old Baptist Hospital Building). Much needed clinic space, observation and therapy rooms, labs, audiology booths, offices, and academic spaces will be provided in this renovation. DCSD’s current facility is increasingly incapable of meeting the academic needs, accreditation criteria, and HIPPA provision requirements. The completion of this project is essential to the reaccreditation of the Department of Communication Sciences and Disorders.

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: July 27, 2018
Proposed Project Budget:

<table>
<thead>
<tr>
<th></th>
<th>Current Budget</th>
<th>Proposed Budget</th>
<th>Amount (+/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Costs</td>
<td>$1,432,207.94</td>
<td>$1,432,207.94</td>
<td>$0.00</td>
</tr>
<tr>
<td>Architectural and Engineering Fees</td>
<td>$97,713.90</td>
<td>$97,713.90</td>
<td>$0.00</td>
</tr>
<tr>
<td>Miscellaneous Project Costs</td>
<td>$127,099.16</td>
<td>$127,099.16</td>
<td>$0.00</td>
</tr>
<tr>
<td>Furniture &amp; Equipment Costs</td>
<td>$308,201.14</td>
<td>$408,201.14</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Contingency</td>
<td>$34,777.86</td>
<td>$34,777.86</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Project Budget</strong></td>
<td><strong>$2,000,000.00</strong></td>
<td><strong>$2,100,000.00</strong></td>
<td><strong>$100,000.00</strong></td>
</tr>
</tbody>
</table>

**Proposed Funding Source(s):** Internal R&R ($2,100,000)

*Staff Recommendation: Board staff recommends approval of this item.*
1. **SYSTEM – APPOINTMENT OF REPRESENTATIVE TO THE MISSISSIPPI PUBLIC BROADCASTING BOARD**

On August 17, 2017, the IHL Board appointed Trustee Hal Parker to serve August 17, 2017 through June 30, 2019 as the IHL Board’s representative to the Mississippi Authority for Educational Television A.K.A. Mississippi Public Broadcasting (MPB) Board pending approval by the Senate at its next Legislative session. Dr. William Bynum, President of Jackson State University, has agreed to serve as the next representative for the four-year term July 1, 2019 through June 30, 2023. Dr. Bynum must be approved by the Senate at its next legislative session.

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

2. **SYSTEM - APPROVAL OF COMMITTEE APPOINTMENTS BY PRESIDENT HAL PARKER**

**STANDING COMMITTEES**

**Academic Affairs**
1. Dr. Alfred McNair, Jr., Chair
2. Dr. Ford Dye
3. Shane Hooper
4. Ann Lamar
5. Jeanne Luckey

**Finance**
1. Tom Duff, Chair
2. Ann Lamar
3. Jeanne Luckey
4. Chip Morgan
5. Gee Ogletree

**Health Affairs**
1. Dr. Walt Starr, Chair
2. Dr. Ford Dye
3. Ann Lamar
4. Dr. Alfred McNair, Jr.
5. Chip Morgan
6. Gee Ogletree
Legal
1. Ann Lamar, Chair
2. Shane Hooper
3. Chip Morgan
4. Gee Ogletree

Real Estate
1. Bruce Martin, Chair
2. Dr. Steven Cunningham
3. Dr. Ford Dye
4. Tom Duff
5. Jeanne Luckey

AD HOC COMMITTEES

Ayers Endowment Management
1. Chip Morgan, Chair
2. Hal Parker, Board President
3. Dr. Alfred Rankins, Commissioner
4. Dr. Felicia Nave, ASU President
5. Dr. William Bynum, JSU President
6. Dr. Jerryl Briggs, MVSU President
7. Shane Hooper

Diversity
1. Dr. Steven Cunningham, Chair
2. Jeanne Luckey
3. Bruce Martin
4. Dr. Alfred McNair, Jr.

NOTE: The President is an Ex-Officio member of all committees
1. **SYSTEM – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT #1 TO SOFTWARE SUBSCRIPTION AGREEMENT WITH AUTOGOV**

The following document represents the approval of MS-ITS for The University of Mississippi Medical Center (UMMC) to enter into Amendment #1 to its Software Subscription Agreement with AutoGov to change the licensor’s name in the Agreement from AutoGov to CoverMe Services, Inc. and to add the Retrocheck software application. The Retrocheck application allows UMMC to screen self-pay patients for financial assistance, charitable, or other assistance programs such as Presumptive Medicaid eligibility. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Software Subscription Agreement and related amendment are between AutoGov and MS-ITS behalf of UMMC.

See Exhibit 1.
This document (hereinafter referred to as “Amendment Number 1”) shall serve to amend the original Software as a Service Agreement executed on December 28, 2017 (hereinafter referred to as “Agreement”), between AutoGov, a Georgia corporation having its principal place of business at One Chase Corporation Drive, Suite 400, Birmingham, Alabama 35244 (hereinafter referred to as “Licenser”), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 34921 (hereinafter referred to as “ITS”), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as “Licensee” and/or “UMMC”).

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 4151 in an attempt to certify the sole source status of this procurement; and

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

NOW THEREFORE, ITS, Licensee, and Licensor, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement:

1) The parties understand and agree that the Licenser's name shall be and hereby is changed in the Agreement from “AutoGov” to “CoverMe Services, Inc.” as Licensor no longer does business under the AutoGov name.

2) The Parties hereby acknowledge and understand the Retrocheck product is not an update or upgrade to the Services and products contemplated and covered in the original Agreement and described in Article 3 and Exhibit A. The Parties agree and understand Retrocheck is a proprietary software and Licensor is the sole owner and licensor of the Product and Services.

3) The fourth sentence of Article 23 “Notice” shall be deleted in its entirety and replaced with the following: “Licenser’s address for notice is: Ms. Cathrine Engelbrecht, Chief Revenue Officer, CoverMe Services, Inc., One Chase Corporation Drive, Suite 400, Birmingham, Alabama 35244.”

4) Exhibit A in the Agreement shall be and hereby is augmented by the new Exhibit A-1, which is attached to this Amendment Number 1 and incorporated herein by reference. All references in the Agreement to “Exhibit A” shall be and hereby are revised to be “Exhibit A and Exhibit A-1.”
All other terms and conditions of the Agreement executed on December 28, 2017, shall remain unchanged and in full force and effect.

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

By: __________________________  Authorized Signature

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

University of Mississippi Medical Center

By: __________________________  Authorized Signature

Printed Name: LouAnn Woodward, M.D.
Title: Vice Chancellor for Health Affairs
Date: __________________________

CoverMe Services, Inc.

By: __________________________  Authorized Signature

Printed Name: Catherine Enghorok
Title: Chief Revenue Officer
Date: 3.22.19
RETROCHECK SERVICES
Using proprietary software and related algorithms, RetroCheck provides data which enables subscribers to collect outstanding or written-off accounts receivable. More specifically, Retrocheck utilizes databases, systems, and associated logic to determine whether coverage existed at the time of service or was added after service, but retroactively billable, in accordance with each program's guidelines.

PROCESS, PAYMENT AND REPORTING
a. Payment and Reporting shall be provided in accordance with the following Process:
   i. Each month, Licensee shall provide to Licenser a cumulative listing of, and/or ongoing read-only database access to, all patient accounts created by Licensee within the previous twenty-four (24) months, identified as self-pay, charity, financial assistance, or other designation indicating uninsured or underinsured coverage status. Patient accounts that have unpaid outstanding balances written-off, or otherwise adjusted to reflect a zero dollar balance, may also be included at the discretion of Licensee.
   ii. Account data shall be provided in an approved format, to include all known demographic and billing related information. Licensee understands that the quality of the data provided is directly related to the completeness of the data provided from Licensee to Licenser and the Licenser's responses and information to Licensee's provided data may be less accurate if complete data is not provided.
   iii. Within no more than thirty (30) days, Licenser shall return the cumulative listing to Licensee, reconciled to reflect any newly discovered billable coverage, along with any other updates to patient information ("Coverage Data")
   iv. Licensee shall have thirty (30) days to review the reconciled listing and notify Licenser of any accounts in which Coverage Data was inaccurate or otherwise unbillable.
   v. At the conclusion of the thirty (30) day review period, a fee of five percent (5%) ("License Fee") shall be assessed on all revenues received from the billings of those account balances for which Licenser provided Coverage Data.
   vi. Licensee shall provide to Licenser online access to all data necessary to properly calculate received revenues. In supplement to Licensee-provided data, Licenser shall use data provided from coverage sources.
   vii. After the initial review period, Licenser will continue monthly tracking and reconciliation of all billings and revenues received from patient accounts included on Coverage Data reports, with License Fees assessed monthly on received revenue.
   viii. Every account assessed a License Fee shall be subject to a final reconciliation at the end of the thirteenth (13th) month, at which time License Fee adjustments may be made on the basis of actual revenues received by Licensee. After the thirteenth (13th) month, accounts with unbilled, uncollected or otherwise unresolved payment statuses, may be flagged for continued monitoring, reconciliation, and reporting, as appropriate.

b. License Fee invoices shall be payable in accordance with previously established payment terms.

c. Licensee and Licenser hereby agree that the payment contemplated herein is separate from and in addition to the payment for the Services set forth in Article 6 and Exhibit A of the original Agreement.
d. Licensee shall keep reports relating to each account upon receiving Payment Data from Licensor ("Accounts Receivable Reports"). Licensor agrees to keep this Accounts Receivable Report for a period of at least two (2) years.

<table>
<thead>
<tr>
<th>Date</th>
<th>Billing Revenue</th>
<th>Net Collections Amount (5% of Revenue)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apr-19</td>
<td>$500,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>May-19</td>
<td>$500,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Jun-19</td>
<td>$475,000.00</td>
<td>$23,750.00</td>
</tr>
<tr>
<td>Jul-19</td>
<td>$450,000.00</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>Aug-19</td>
<td>$425,000.00</td>
<td>$21,250.00</td>
</tr>
<tr>
<td>Sep-19</td>
<td>$400,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Oct-19</td>
<td>$375,000.00</td>
<td>$18,750.00</td>
</tr>
<tr>
<td>Nov-19</td>
<td>$375,000.00</td>
<td>$18,750.00</td>
</tr>
<tr>
<td>Dec-19</td>
<td>$375,000.00</td>
<td>$18,750.00</td>
</tr>
<tr>
<td>Jan-20</td>
<td>$425,000.00</td>
<td>$21,250.00</td>
</tr>
<tr>
<td>Feb-20</td>
<td>$425,000.00</td>
<td>$21,250.00</td>
</tr>
<tr>
<td>Mar-20</td>
<td>$450,000.00</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>Apr-20</td>
<td>$475,000.00</td>
<td>$23,750.00</td>
</tr>
<tr>
<td>May-20</td>
<td>$450,000.00</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>Jun-20</td>
<td>$450,000.00</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>Jul-20</td>
<td>$440,000.00</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>Aug-20</td>
<td>$435,000.00</td>
<td>$21,750.00</td>
</tr>
<tr>
<td>Sep-20</td>
<td>$425,000.00</td>
<td>$21,250.00</td>
</tr>
<tr>
<td>Oct-20</td>
<td>$425,000.00</td>
<td>$21,250.00</td>
</tr>
<tr>
<td>Nov-20</td>
<td>$400,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Dec-20</td>
<td>$400,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$9,075,000.00</strong></td>
<td><strong>$453,750.00</strong></td>
</tr>
</tbody>
</table>

*Payment is based on only Net Collections on Accounts that are collected. Licensor will only receive five percent (5%) of what Licensee actually collected from the Billing Revenue per month.*
This Software as a Service Agreement (hereinafter referred to as "Agreement") is entered into by and between, AutoGov, a Texas corporation having its principal place of business at One Chase Corporation Drive, Suite 400, Birmingham, Alabama 35244 (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Licensee" and/or "UMMC"). ITS and UMMC are sometimes collectively referred to herein as "State."

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

1.9 "Licensor" means AutoGov, and its successors and assigns.

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

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

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

ARTICLE 2 PERIOD OF PERFORMANCE

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

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

ARTICLE 3 SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT
6.1 The total compensation to be paid to the Licensor by UMMC for all Applications, development, maintenance and SaaS Services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of $882,000.00, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

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

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

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

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

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

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

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

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

7.9 If applicable under the given circumstances, Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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

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

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

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

ARTICLE 8 INFRINGEMENT INDEMNIFICATION

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

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

ARTICLE 9 DATA SECURITY

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

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

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

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

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

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

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

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

ARTICLE 10 EMPLOYMENT STATUS
10.1 Licensor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30.3 The parties understand and agree that pursuant to §25-61-9(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 31 EFFECT OF SIGNATURE
Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of
ARTICLE 32 NON-SOLICITATION OF EMPLOYEES
Licensor agrees not to employ or to solicit for employment, directly or indirectly, any of Licensee's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by Licensee and the Licensor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 42 TRANSPARENCY
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi’s accountability website at: https://www.transparency.mississippi.gov. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as “confidential” will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential.
Exhibit 1

commercial or financial information and shall thus not be redacted.

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

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

By: Craig P. Orgeron, Ph.D.
Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 12/18/2017

AutoGov

By: Authorized Signature
Printed Name: Taylor Phillips
Title: CTO
Date: 12-21-17
## EXHIBIT A

### COVERME SUBSCRIPTION FEE SCHEDULE

<table>
<thead>
<tr>
<th>Client</th>
<th>University of Mississippi Medical Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solution Plan</td>
<td>Thirty-six (36) month Subscription Agreement</td>
</tr>
<tr>
<td>Subscription Fee</td>
<td>$24,500.00 per month, includes 1,000 Score Requests per month</td>
</tr>
<tr>
<td>Call Center Interview Fee</td>
<td>$6.00 per call</td>
</tr>
<tr>
<td>Score Request Overage Fee</td>
<td>$2.00 per Score Request</td>
</tr>
<tr>
<td>Access to all standard CoverMe Features</td>
<td>Included</td>
</tr>
<tr>
<td>User Accounts</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Custom Rule and Risk Indexes</td>
<td>Included</td>
</tr>
<tr>
<td>Bulk Import Case Processing</td>
<td>Included</td>
</tr>
<tr>
<td>Dynamic Applications, including Information</td>
<td>Included</td>
</tr>
<tr>
<td>Autofill</td>
<td></td>
</tr>
<tr>
<td>Reporting and Analytics</td>
<td>Included</td>
</tr>
<tr>
<td>Implementation and Training</td>
<td>Included</td>
</tr>
<tr>
<td>Technical Support</td>
<td>Included</td>
</tr>
</tbody>
</table>
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE APRIL 18, 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.
DELTA STATE UNIVERSITY

1. DSU– GS 102-267 – Campus Roofing

NOTE: This is a Bureau of Building project

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 May 1, 2019 to approve the budget increase on the Campus Roofing project from $1,000,000.00 to $1,500,000.00, for an increase of $500,000.00. This increase will be funded from HB 1649, Laws of 2018. The total project budget is $1,500,000.00.

Interim Approval Status & Date: APPROVED, May 1, 2019

Approval Request #2: REBID

Board staff approved REBID of the Campus Roofing project as submitted by Burris/Wagnon.

Approval Status & Date: APPROVED, April 26, 2019

Project Initiation Date: January 17, 2019
Design Professional: Burris/Wagnon
General Contractor: TBD
Total Project Budget: $1,500,000.00

JACKSON STATE UNIVERSITY

2. JSU– GS 103-286 – Stewart Hall Renovations

NOTE: This is a Bureau of Building project

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $6,134,000.00 to the apparent low bidder, Diversified Construction Services, Inc.

Approval Status & Date: APPROVED, April 4, 2019
Project Initiation Date: November 17, 2016
MISSISSIPPI STATE UNIVERSITY

3. MSU- GS 105-355 – Engineering & Science Complex

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $358,975.39 and thirty-three (33) additional days to the contract of West Brothers Construction, Inc.

Approval Status & Date: APPROVED, April 16, 2019

Change Order Description: Change Order #1 includes the following items: Demolish and relocate the cold water & hot water lines; install and remove the temporary fences; replace the sidewalks and curb & gutters; patch Morrill Road to the existing elevation; install and remove the temporary traffic signage; and thirty-three days to the contract.

Change Order Justification: These changes were due to latent jog site conditions and 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 $358,975.39.

Project Initiation Date: August 17, 2017
Design Professional: Eley Guild Hardy Architects
General Contractor: West Brothers Construction, Inc.
Total Project Budget: $34,000,000.00
4. **MSU-IHL 205-283 – Preplan - Addition and Renovation of Humphrey Coliseum**

   **Approval Request #1: Schematic Design Documents**

   Board staff approved the Schematic Design Documents as submitted by Dale Partners

   **Approval Status & Date:** APPROVED, April 4, 2019

   **Project Initiation Date:** June 16, 2018
   **Design Professional:** Dale Partners
   **General Contractor:** TBD
   **Total Preplan Budget:** $200,000.00

5. **MSU–IHL 205-284 – Sand Creek and Catalpa Wastewater Lift Station**

   **Approval Request #1: Schematic Design Documents**

   Board staff approved the Schematic Design Documents as submitted by Clearwater Consultants, Inc.

   **Approval Status & Date:** APPROVED, April 4, 2019

   **Approval Request #2: Waiver of Design Development Documents**

   Board staff approved the Waiver of Design Development Documents as submitted by Clearwater Consultants, Inc.

   **Approval Status & Date:** APPROVED, April 4, 2019

   **Approval Request #3: Contract Documents**

   Board staff approved Contract Documents as submitted by Clearwater Consultants, Inc.

   **Approval Status & Date:** APPROVED, April 4, 2019

   **Approval Request #2: Advertise**

   Board staff approved request to advertise for receipt of bids.

   **Approval Status & Date:** APPROVED, April 4, 2019
Project Initiation Date: November 15, 2018  
Design Professional: Clearwater Consultants, Inc.  
General Contractor: TBD  
Total Project Budget: $2,500,000.00


   **Approval Request #1:** Rebid

   Board staff approved request for rebid as submitted by McCarty Architects

   **Approval Status & Date:** APPROVED, April 16, 2019

   **Project Initiation Date:** August 19, 2010  
   **Design Professional:** McCarty Architects & Engineers  
   **General Contractor:** TBD  
   **Total Project Budget:** $16,000,000.00

7. **MSU–IHL 205-295 – Critz Parking Lot**

   **Approval Request #1:** Schematic Design Documents

   Board staff approved the Schematic Design Documents as submitted by Garver Engineering, LLC.

   **Approval Status & Date:** APPROVED, April 16, 2019

   **Approval Request #2:** Waiver of Design Development Documents

   Board staff approved the Waiver of Design Development Documents as submitted by Garver Engineering, LLC.

   **Approval Status & Date:** APPROVED, April 16, 2019

   **Approval Request #3:** Contract Documents

   Board staff approved Contract Documents as submitted by Garver Engineering, LLC

   **Approval Status & Date:** APPROVED, April 17, 2019
Approval Request #4: Advertise
Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, April 17, 2019

Project Initiation Date: April 2, 2010
Design Professional: Garver Engineering, LLC
General Contractor: TBD
Total Project Budget: $1,200,000.00

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 #2

Board staff approved Change Order #2 in the credit amount of $863.94 and seven (7) 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, April 11, 2019

Change Order Description: Change Order #2 includes the following items: additional access doors in each room on the second floor; relocated the duct work between the second floor ceiling and the concrete roof deck; extended in depth; credit for the unused portion of the controls allowance; and seven (7) 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; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $30,321.06.

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– IHL 207-424 – FaserHall First floor Modifications

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of $2,300.41 and zero (0) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, April 11, 2019

Change Order Description: Change Order #5 includes the following items: replaced the lamps in the existing light fixtures in five (5) rooms to T8 32w 3500K units; relocated the four LED fixtures that were removed the corridor to be used in a conference room; and added power to the west wall of a laboratory by adding wire mold with power and data along the bench top.

Change Order Justification: These changes were owner requested modifications.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $232,810.42.

Project Initiation Date: August 18, 2016
Design Professional: Cook Douglass Farr lemons, Architects & Engineers, P.A.
General Contractor: Barnes & Brower, Inc.
Total Project Budget: $1,300,000.00
University of Mississippi Medical Center

10. UMMC– IHL 209-555 – Children’s of Mississippi Medical Center

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of $0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.

Approval Status & Date: APPROVED, April 11, 2019

Change Order Description: Change Order #7 includes the following items: revised the door hardware and frames; revised electrical power risers for elevators at the existing Batson renovation area; added fiber optic cabling and routing to the low voltage rooms; provided electrical power to the new damper at an existing stair at the existing Batson renovation areas; added sound lagging at the ductwork above the PACU and operating rooms; provided a stone pad around the perimeter of the building to create access for loading and stocking of the new patient tower; a wye strainer was added to the cooling tower due to space constraints under the cooling tower limiting space for connections; provided power for the dock levelers and compactors at the loading dock area on a level.

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

Total Project Change Orders and Amount: Seven (7) change orders for a total 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

11. UMMC– IHL 209-566 – Day Surgery & patient Care Units Expansion

Approval Request #1: Approval of Design Development Documents

Board staff approved the Design Development Documents as submitted by ESA Architects.
12. UMMC- IHL 209-576 – MS Center for Medically Fragile Children

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 April 25, 2019 to approve the initiation and appointment of the design professional for the MS Center for Medically Fragile Children project.

Approval Status & Date: APPROVED, April 25, 2019

Project Initiation Date: February 18, 2016
Design Professional: Eley/Barkley/Dale, a Joint Venture
General Contractor: TBD
Total Project Budget: $12,500,000.00

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #8

Board staff approved Change Order #8 in the amount of $21,501.24 and thirty-five (35) 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, April 25, 2019

Change Order Description: Change Order #8 includes the following items: modifications made to two (2) stainless steel countertops in a foods lab; changed the slide-in ranges;
installed three (3) new sump pumps in three (3) rooms; additional changes made to the sidewalks on the south end; and thirty-five (35) 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: Eight (8) change orders for a total credit amount of $239,169.98.

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
SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Baker Donelson Bearman Caldwell & Berkowitz, PC (statement dated 3/29/19) from the funds of the Mississippi Board of Trustees of State Institutions of Higher Learning. (This statement, in the amount of $16,120.40, represents services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 16,120.40

Payment of legal fees for professional services rendered by Hand Arendall Harrison Sale LLC (statement dated 4/10/19) from the funds of the Mississippi Board of Trustees of State Institutions of Higher Learning. (This statement, in the amount of $10,800.76, represents services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 10,800.76

Payment of legal fees for professional services rendered by Armstrong Law (statement dated 4/29/19) from the funds of Jackson State University. (This statement, in the amount of $1,500.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.................................................................$ 1,500.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 4/16/19) from the funds of Mississippi State University. (This statement, in the amount of $687.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 687.50

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 4/15/19) from the funds of Mississippi State University. (This statement, in the amount of $676.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 676.50

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 2/7/19, 2/7/19, 2/7/19, 2/7/19, 3/7/19, 3/7/19, 3/7/19, 3/7/19, 4/5/19, 4/5/19 and 4/5/19) from the funds of the University of Mississippi. (These statements, in the amounts of $120.00, $3,952.24, $2,360.00, $2,510.00, $7,774.50, $192.50, $851.00, $3,211.60, $3,248.00, $5,622.00, $1,916.50 and $391.72, respectively, represent services and expenses in connection with general legal advice.)
Payment of legal fees for professional services rendered by Butler Snow (statements dated 2/12/19, 2/20/19, 3/11/19, 3/20/19, 4/12/19 and 4/18/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $4,806.10, $7,042.60, $1,818.40, $32,675.80, $383.50 and $30,595.50, respectively, represent services and expenses in connection with legal advice.)

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino (two statements, each dated 2/27/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $7,012.50 and $1,452.00, represent services and expenses in connection with legal advice.)

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 2/11/19, 3/14/19, 3/14/19 and 3/14/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $5,868.59, $12.00, $1,394.37 and $593.07, respectively, represent services and expenses in connection with legal advice.)

Payment of legal fees for professional services rendered by Page Kruger & Holland (four statements, each dated 3/6/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $33.00, $66.00, $181.50 and $4,657.30, represent services and expenses in connection with legal advice.)

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (statements dated 2/14/19, 2/14/19, 3/12/19, 3/12/19, 3/12/19, 3/12/19, 3/12/19 and 3/12/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $198.00, $135.00, $675.00, $148.50, $216.00, $81.00, $429.00 and $175.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………….…….………………$ 32,150.06

TOTAL DUE……………………………….…….………………$ 77,321.90

TOTAL DUE……………………………….…….………………$ 8,464.50

TOTAL DUE……………………………….…….………………$ 7,868.03

TOTAL DUE……………………………….…….………………$ 4,937.80

TOTAL DUE……………………………….…….………………$ 2,058.00
Payment of legal fees for professional services rendered by Waller Landsden Dortch & Davis, LLPS (statement dated 4/5/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $1,504.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.................................................................$** 1,504.50

Payment of legal fees for professional services rendered by Watkins & Eager (statement dated 4/9/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $41,664.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.................................................................$** 41,664.00

Payment of legal fees for professional services rendered by Whitfield Law Group (two statements, each dated 3/5/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $4,411.40 and $808.50, represent services and expenses in connection with legal advice.)

**TOTAL DUE.................................................................$** 5,219.90

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 4/5/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $604.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.................................................................$** 604.50

Payment of legal fees for professional services rendered by Ware Immigration (six statements, each dated 4/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $41.77, $1,500.00, $500.00, $28.16, $21.80 and $12.40, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.................................................................$** 2,104.13

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

Payment of legal fees for professional services rendered by Butler Snow (statements dated 8/23/18, 8/23/18, 8/29/18, 3/7/19, 3/7/19, 3/7/19, 3/7/19, 3/7/19, 3/29/19, 3/29/19, 3/29/19 and 4/19/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: Vibrio Assay Methods and Kits” - $767.00; “Recombinant Fimbrial Protein of Aeromonas Hydrophila as Vaccine in Catfish” - $177.00; “Sequence Specific Phage-Based Antimicrobials” - $3,754.50; “Power Conversion Components,
Systems and Methods” - $940.00; “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” - $3,597.50; “Novel Oximes for Reactivating Butyrylcholinesterase” - $944.00; “Swiderski HCN4 Therapeutics for Breathing Disorders” - $280.00; “Vibrio Assay Methods and Kits” - $910.50; “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” - $440.00; “Novel Oximes for Reactivating Butyrylcholinesterase” - $858.00 and “Water Repellent Solids Non-Prov” - $400.00.)

**TOTAL DUE...............................................................$ 13,068.50**

Payment of legal fees for professional services rendered by Conley Rose (statement dated 2/28/19) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “6 Degrees of Freedom Motion Measurement and Emulation System” - $1,140.00)

**TOTAL DUE...............................................................$ 1,140.00**

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 4/12/18, 4/12/18, 4/12/18, 12/5/18, 2/27/19, 2/27/19, 2/27/19, 2/27/19, 2/27/19, 2/27/19, 3/1/19, 3/1/19, 3/1/19, 3/1/19, 3/1/19 and 3/1/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - $1,737.15; “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - $109.48; “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - $109.49; “Occidiofungin Formations and Uses Thereof” - $537.55; Overseeing Validation of European Patents - $975.00; “Agent Fee Validating European Patent in France” - $75.00; “Agent Fee Validating European Patent in Germany” - $75.00; “Agent Fee Validating European Patent in United Kingdom” - $75.00; “Agent Fee for Validating the European Patent in Italy” - $1,635.30; “Occidiofungin Formulations and Uses Thereof” - $3,220.57; “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - $415.00; “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - $554.00; “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - $450.00; “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - $412.00; “Occidiofungin, A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - $2,264.00, respectively.)

**TOTAL DUE...............................................................$ 12,636.74**

Payment of legal fees for professional services rendered by Armstrong|Teasdale (three statements, each dated 1/31/19) 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” - $150.00; “Systems and Methods for
Detecting Transient Acoustic Signals” - $60.00; Systems and Methods for Detecting Transient Acoustic Signals” - $210.00)

**TOTAL DUE……………………………………………………………$** 420.00

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 1/22/19, 1/29/19, 1/30/19, 2/2/19, 2/8/19, 2/11/19, 2/16/19, 2/23/19, 2/26/19, 2/27/19 and 3/3/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Highly Selective Sigma Receptor Ligands and Radioligands as Probes in Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $2,002.00; “Compositions for the Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $1,782.00; “Biologically Active Cannabidiol” - $636.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $278.00; “Potent Immunostimulants for Microalgae” - $1,295.00; “Biologically Active Cannabidiol” - $2,359.00; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes in Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $980.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $1,254.00; “Biologically Active Cannabidiol” - $3,115.00; “Compositions Containing Delta-9-THC-Amino Acids Esters and Process of Preparation” - $682.80; “Biologically Active Cannabidiol” - $686.00.)

**TOTAL DUE……………………………………………………………$** 15,069.80

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 1/30/19, 1/30/19, 1/30/19, 1/30/19, 2/25/19, 2/25/19 and 2/25/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Accessing the Skin Sensitization Potential of Chemicals” - $498.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” - $38.00; “Gas Permeable Membranes” - $199.50; “Corrugated and Ported Prism Engine Nozzle for Reduction of Supersonic Jet Exhaust Noise” - $4,042.00; “High Photovoltage per area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - $88.00; “Compositions Comprising Highly Purified Amphotericin B” - $690.00; “Gas Separating Membranes” - $85.50)

**TOTAL DUE……………………………………………………………$** 5,641.00

Payment of legal fees for professional services rendered by Stites & Harbison (six statements, each dated 3/22/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $3,587.52, $1,088.00, $1,570.00, $38.00, $47.50 and $155.24, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE……………………………………………………………$** 6,486.26
1. **SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

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

a. **MSU** – On April 22, 2019, Commissioner Alfred Rankins, Jr., approved the Rental Agreement between Mississippi State University and S. Everett Rushing for approximately 1,368 square feet of office space located at 2654 Ridgewood Road, Suite B., Jackson, MS, for use by employees of the Office of Nutrition Education. The term of the lease is 3 years beginning upon execution of the agreement at a cost of $1,750 per month, payable in advance on or before the 7th of each month, for a total cost of $63,000 for the term of the Lease. 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 with Policy 707.03 Approval for Prepayment for Goods or Services.

b. **UM** – 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 April 16, 2019, Commissioner Alfred Rankins, Jr., approved the revisions to the On Campus Budget, Off Campus Budget, Mississippi Law Research Institute Budget, Mississippi Mineral Resources Institute Budget, Research Institute of Pharmaceutical Sciences Budget, Super Computer Budget, Small Business Development Center Budget, Center for Manufacturing Excellence Budget, and State Court Education Program Budget for Fiscal Year 2019. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

c. **UMMC** – On April 22, 2019 Commissioner Alfred Rankins, Jr., approved the Rental Agreement between the University of Mississippi Medical Center and the Mississippi Fair Commission for the use of the Mississippi Coliseum at which to hold its 2019 commencement ceremony. The term of the Lease is three days beginning May 22, 2019 through May 24, 2019 at a one-time cost of $9,192.20. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

d. **UMMC** – On April 22, 2019 Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Mississippi Medical Center and Mississippi Methodist Hospital and Rehabilitation Center, Inc. for approximately 1,545 square feet of medical office space in the Methodist Rehabilitation Center in Jackson. The term of the Lease is 1 year beginning May 1, 2019 through April 30, 2020, at a cost of $2,446.25 per month payable in monthly installments in advance as set out in Paragraph 4.1 of the agreement. 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 with Policy 707.03 Approval for Prepayment for Goods or Services.
e. UMMC – On April 25, 2019 Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Mississippi Medical Center and Pitney Bowes, Inc. for the rental of a postage meter at the Grenada campus. The term of the Lease is 60 months beginning on or about May 1, 2019 through April 30, 2024, at a cost of $277.65 per month as set out in Exhibit A of the Lease Agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

f. UMMC – On April 25, 2019 Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Mississippi Medical Center and Pitney Bowes, Inc. for the rental of a postage meter at the UMMC main campus in Jackson, MS. The term of the Lease is 60 months beginning on or about July 1, 2019 through June 30, 2024, at a cost of $1,058.71 per month as set out in Exhibit A of the Lease Agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.