CALL TO ORDER

INVOCATION

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ADJOURNMENT
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 15, 2019

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 meeting held at the Board Office in Jackson, Mississippi, at 4:00 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: 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. Dr. Steven Cunningham was absent. The meeting was called to order by Hal Parker, 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 Starr, with Trustee Cunningham joining by phone, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Cunningham 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 matter at the University of Mississippi. No action was taken.

On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Cunningham and Ogletree 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 Hooper, seconded by Trustee Luckey, with Trustees Cunningham and Ogletree 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
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 16, 2019

BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 19, 2018, to each and every member of said Board, said date being at least five days prior to this May 16, 2019 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham (by phone), 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 Hal Parker, President, with Trustee Duff providing the invocation.

INTRODUCTION OF GUESTS

- President Parker welcomed the Student Government Association Officers: James Stirgus, SGA President at Alcorn State University; Elizabeth Swindle, SGA President at Delta State University; Jordan Jefferson, SGA President at Jackson State University; Jake Manning, SGA President at Mississippi State University; John Jacob Miller, SGA President at Mississippi University for Women; Barron Mayfield, SGA President of the University of Mississippi; and Blake Johns, SGA President of the University of Mississippi Medical Center.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Ogletree, with Trustee Cunningham absent and not voting, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meetings held on April 18, 2019; April 22, 2019; April 24, 2019; and May 7, 2019.

CONSENT AGENDAS

Trustee Duff moved Finance Consent Agenda items #1, #3, and #16 to the Finance Regular Agenda and the Personnel Consent Agenda item for John Michael Thomas to the Personnel Regular Agenda for consideration. On motion by Trustee Ogletree, seconded by Trustee McNair, with Trustee Cunningham absent and not voting, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas as amended.

FINANCE

1. **SYSTEM** – Request for the Mississippi Institutions of Higher Learning’s Executive Office (IHL) to purchase cyber liability and incident response insurance coverage with Lloyds of London – Beazley Syndicate (Beazley). Beazley will provide the cyber coverage and breach response services for the system. 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. The contract is a one-year insurance policy beginning May 26, 2019 and terminating May 26, 2020. The cost will be approximately $265,444 for the one-year policy. 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. 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. (THIS ITEM WAS MOVED TO THE FINANCE REGULAR AGENDA FOR CONSIDERATION.)

2. IHL EXECUTIVE OFFICE – Approved the request to amend the total expenditure amount applicable to its agreement with Leon Consulting, LLC d/b/a LK Marketing Services for the program management, marketing and system services for Mississippi’s Complete 2 Compete initiative. 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. 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. The total estimated cost of the original contract was $1,333,181. The Board approved the request to add an additional $415,819. The new total estimated cost for the agreement is $1,750,000. Funds are available from the Mississippi Department of Human Services MOA for Complete 2 Compete. 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. (THIS ITEM WAS MOVED TO THE FINANCE REGULAR AGENDA FOR CONSIDERATION.)

3. MSU – Request 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. The term of the contract is five (5) years with the option to extend an additional five (5) years. MSU anticipates the expenditure of $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. 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. 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. (THIS ITEM WAS MOVED TO THE FINANCE REGULAR AGENDA FOR CONSIDERATION.)
4. **MSU** – Approved the request 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 the current EHR/PM system will reach the end of its contract period on July 31, 2019. Allscripts PM, in its current form, is outdated and approaching the end of its contract life. Replacing the software system will enable MSU to utilize up-to-date software architectures and efficiencies while also implementing software that incorporates best practices. 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. 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 mark. At that point the university will go back to Mississippi Department of Information Technology Services (MDITS) for an extension of the CP-1 amount. If that request is denied, the university will discontinue use of the contract and will be a new RFP process. Funds are available from Student Health Center 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.

5. **MSU** – Approved the request 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). 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. The term of the contract is July 1, 2019 – June 30, 2022. 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 (MDITS). 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, the Board approved the request 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. Each member of the Mississippi Library Partnership pays Mississippi State University Library for a portion of their overall contract fee. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

6. **MSU** – Approved the request 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. The start date of the contract will
be May 17, 2019 with an end date of December 31, 2019. The total amount of the contract is $255,805.07 which will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

7. **MSU** – Approved the request 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. 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. The total amount of the contract is $443,309.75. The costs broken down by year are: Year 1 (13.5 months) - $102,238.75; Year 2 - $80,319; Year 3 - $83,532; Year 4 - $86,873; Year 5 - $90,347. 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. Funds are available from MSU general funds and revenues in the department from fees. 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. **MSU** – Approved the request 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. The Board approved additional budget authority 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.

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9. **UM** – Approved 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”). 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 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. 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 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 IHL in writing. The primary lease between IHL/UM and 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 KAT House Corporation and KAT is permanent and has no term. The term of the sublease between KAT and KKG House Association is for one year. The primary lease between IHL/UM and KAT House Corporation imposes an annual $50 lease payment to UM. The base rent under the sublease between KAT and KKG House Association is $135,000 per year, payable in equal monthly installments, plus a one-time $11,250 security deposit. Legal Staff has reviewed this item for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

10. **UM** – Approved the request 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. This contract will 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. The term of this contract will be for sixty (60) months. The contract becomes effective upon signature by the University and RJ Young Company. 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. The funding source for this contract is self-generated intercollegiate athletic 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.
11. UM – Approved the request of the University of Mississippi Office of Admissions to amend a contract with Ruffalo Noel Levitz, LLC (“RNL”). The original agreement provided consulting services 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 amendment to the contract will 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. 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. 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 the 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. The contract will be funded by E&G sources. Legal Staff has reviewed the proposed amendment to the agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

12. UMMC – Approved the request to enter into a 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. These hemodialysis machines and supporting equipment will replace the existing outdated equipment currently used at the UMMC Jackson Medical Mall outpatient dialysis facility. 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. 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. The current agreement will be funded by hospital 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.

13. UMMC – Approved the request 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. The Board also approved the request 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. The term of the agreement is three (3) years, from June 1, 2019, through May 31, 2022. 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. The current
agreement will be funded by hospital 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 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 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. The term of the agreement remains three (3) years- September 1, 2017 through August 31, 2020. 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. The agreement will be funded by patient revenues. 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 – Approved the request 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. The Board also approved the request 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. 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. 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. 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. The contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed amended agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

16. UMMC – Request 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. The Board also approved the request to enter into Amendment #2 to the Master IDN Agreement with Johnson to revise the indemnification requirements therein. The term of the Product Agreement is three (3) years, from June 1, 2019, through May 31, 2022. 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. The Product Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office. (THIS ITEM WAS MOVED TO THE FINANCE REGULAR AGENDA FOR CONSIDERATION.)

17. UMMC – Approved the request 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. The Board approved 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. 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. 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. 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.

18. UMMC – Approved the request 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. The Board approved the request 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. 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. 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. The Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

19. **UMMC** – Approved the request 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. The Board 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 term of the agreement is three (3) years, from June 1, 2019, through May 31, 2022. 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. The Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

**REAL ESTATE**

20. **MSU** – Approved the request to delete the EBC funds in the GS 105-355, Engineering and Science Complex project, and to increase the MSU Funds from $4 million to $8 million. The 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. Funds are available from SB 2906, Laws of 2015 ($13,000,000); SB 2844, Laws of 2015 ($1,000,000); MSU Foundation Funds ($12,000,000); and MSU Funds ($8,000,000).

21. **MSU** – Approved the request to rename the project from GS 105-337, Pre-Plan Music Building to **GS 105-337, Music Building**; to increase the budget from $700,000 to $17 million, an increase of $16.3 million; to add MSU Funds as a funding source to the project; and to approve the exterior design of the Music Building. A rendering of the building is included in the bound *May 16, 2019 Board Working File*. This project will include architectural, structural, mechanical, plumbing, electrical and required furnishings. The project will consist of approximately 37,000 square feet. Funds are available from HB 1729, Laws of 2016 ($14,000,000) and MSU Funds ($3,000,000).

**PERSONNEL REPORT**

22. **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

23. 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
24. **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

25. **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 (THIS ITEM WAS MOVED TO THE PERSONNEL REGULAR AGENDA FOR CONSIDERATION.)
• 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; College of Medicine; 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
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 16, 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

ACADEMIC AFFAIRS
Presented by Trustee Alfred McNair, Chair

On motion by Trustee McNair, seconded by Trustee Hooper, with Trustee Cunningham absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda.

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

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<th>PROGRAM TYPE</th>
<th>ACCREDITATION STATUS</th>
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<td>Mississippi Delta Community College</td>
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<td></td>
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<tr>
<td>University of Mississippi Medical Center</td>
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<td>William Carey University</td>
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<td></td>
<td>MSN</td>
<td>Continuing Accreditation</td>
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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.

²Itawamba Community College
- **CONDITION:** must submit a follow-up report to ACEN in spring 2020.
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 16, 2019

CONDITION: must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan progress report by 6/30/19.

3 Jones 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.

4 Mississippi 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.

5 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.
  CONDITION: must submit a follow-up report to ACEN in fall 2019.

6 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.

PERSONNEL AGENDA
Presented by Commissioner Alfred Rankins, Jr.

On motion by Trustee Duff, seconded by Trustee Dye, with Trustee Cunningham absent and not voting, all Trustees legally present and participating voted unanimously to move item #1 to the Executive Session Agenda for consideration.

1. UM – Request for approval of tenure for James Michael Thomas and promotion to Associate Professor of Sociology; Department of Sociology and Anthropology; effective July 1, 2019 (THIS ITEM WAS MOVED FROM THE CONSENT PERSONNEL AGENDA THEN TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)
FINANCE AGENDA  
Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee Hooper, with Trustee Cunningham absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1. On motion by Trustee Duff, seconded by Trustee Starr, with Trustee Cunningham absent and not voting, all Trustees legally present and participating voted unanimously to approve item #2. Trustee Gee Ogletree recused himself from voting on items #3 - #10 on the Finance Agenda by leaving the room before there was any discussion or vote regarding the same. After Trustee Ogletree left the room, on motion by Trustee Duff, seconded by Trustee Dye, with Trustees Cunningham and Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #3. With Trustee Ogletree out of the room, on motion by Trustee Duff, seconded by Trustee McNair, with Trustees Cunningham and Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #4. With Trustee Ogletree out of the room, on motion by Trustee Duff, seconded by Trustee Hooper, with Trustees Cunningham and Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #5. With Trustee Ogletree out of the room, on motion by Trustee Duff, seconded by Trustee Hooper, with Trustees Cunningham and Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #6. With Trustee Ogletree out of the room, on motion by Trustee Duff, seconded by Trustee Dye, with Trustees Cunningham and Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #7. With Trustee Ogletree out of the room, on motion by Trustee Duff, seconded by Trustee Starr, with Trustees Cunningham and Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #8. With Trustee Ogletree out of the room, on motion by Trustee Duff, seconded by Trustee Lamar, with Trustees Cunningham and Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #9. With Trustee Ogletree out of the room, on motion by Trustee Duff, seconded by Trustee Lamar, with Trustees Cunningham and Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #10. Trustee Ogletree returned to the room following the conclusion of the discussion and vote on items #3 - #10.

1. **DSU** – Approved the request 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. The Board also approved the request to increase the 2019-2020 faculty staff block 50 +$100 meal plan per semester from $408.00 to $608.00, for the fall and spring semesters combined ($304 per semester for FY20) as reflected in the agreement. 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 IHL Board. The Board approved the contract term of seven years. The contract is estimated to produce $6,709,406 in revenue, including a capital investment $2,000,000. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
2. **MSU** – Approved the request to enter into a contract with Dyehard Fan Supply, LLC, for the purpose of providing In-venue Athletics Apparel and Novelties. 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. The 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. MSU will share in the revenue and benefits. Dyehard Fan Supply will partner with the University as the official merchandise and retail provider at-event/game day only as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Guarantee</th>
<th>Royalty on Sales</th>
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<tr>
<td></td>
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<td>Up to $500,000</td>
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<tr>
<td>Year 1</td>
<td>&gt;of $25,000</td>
<td>18%</td>
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<tr>
<td>Year 2</td>
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<tr>
<td>Year 3</td>
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</tr>
<tr>
<td>Year 6-10</td>
<td>&gt;of $25,000</td>
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Dyehard Fan Supply will provide a CapEx commitment of $75,000 for the 5-year agreement, give the University Annual Trade Credit of $10,000, give the University a signing bonus of $5,000, and 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. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

3. **SYSTEM** – Approved the request 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). 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. This will be a one-year insurance policy for May 31, 2019 to May 31, 2020. 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. 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. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

4. **MSU** – Approved the request to amend the food service contract with Aramark Educational Services, LLC on the MSU campus. The term of the contract amendment is July 1, 2019 to June 30, 2025. 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. Aramark will pay for the facility renovations. MSU agreed to amortize the cost over the life of the contract and reimburse Aramark for any unamortized costs if the contract ends early. 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.

5. **UMMC** – Approved the request 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. The term of the agreement is five (5) years, from June 1, 2019, through May 31, 2024. 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. The agreement will be funded directly through revenues generated by the contract pharmacy business. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

6. **UMMC** – Approved the request 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. The term of the agreement remains five (5) years, from May 1, 2015, through April 30, 2020. 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. The agreement will be funded by patient revenues. 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** – Approved the request 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. The Board also approved the request to prepay monthly rent pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The term of the agreement is three (3) years, from July 1, 2019, through June 30, 2022. 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. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

8. SYSTEM – Approved the request for the Mississippi Institutions of Higher Learning’s Executive Office (IHL) to purchase cyber liability and incident response insurance coverage with Lloyds of London – Beazley Syndicate (Beazley). Beazley will provide the cyber coverage and breach response services for the system. 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. The contract is a one-year insurance policy beginning May 26, 2019 and terminating May 26, 2020. The cost will be approximately $265,444 for the one-year policy. 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. 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. (THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)

9. MSU – Approved the request 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. The term of the contract is five (5) years with the option to extend an additional five (5) years. MSU anticipates the expenditure of $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. 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. 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. (THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)

10. UMMC – Approved the request 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. The Board also approved the request to enter into Amendment #2 to the Master IDN Agreement with Johnson to revise the indemnification requirements therein. The term of the Product Agreement is three (3) years, from June 1, 2019, through May 31, 2022. 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. The Product Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office. (THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)

REAL ESTATE AGENDA
Presented by Trustee Hal Parker, Chair

Trustee Shane Hooper recused himself from voting on items #1 & #2 on the Real Estate Agenda by leaving the room before there was any discussion or vote regarding the same. After Trustee Hooper left the room, on motion by Trustee Duff, seconded by Trustee Dye, with Trustees Cunningham and Hooper absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Real Estate Agenda. With Trustee Hooper out of the room, on motion by Trustee Dye, seconded by Trustee McNair, with Trustees Cunningham and Hooper absent and not voting, all Trustees legally present and participating voted unanimously to approve item #2. Trustee Hooper returned to the room following the conclusion of the discussion and vote on items #1 and #2.

1. **UM** – Approved the request to initiate **IHL 207-453, South Oxford Center – Film Studio**, and the appointment of McCarty Architects, P.A. as design professional. This project will 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 sound stages, an editing classroom, two editing rooms, Foley sound room, control room, green room, equipment storage and check-out cage, and four faculty offices. The proposed project budget is $1.5 million. Funds are available from Internal R&R Funds ($1,500,000).

2. **UM** – Approved the request to increase the budget for **IHL 207-444, South Oxford Center – Communication Science Disorders Relocation**, from $2,000,000 to $2,100,000, an increase of $100,000. The requested project will renovate approximately 40,000 square feet of the recently purchased South Oxford Center (the old Baptist Hospital Building) for much needed clinic space, observation and therapy rooms, labs, audiology booths, offices, and academic spaces for the School of Applied Sciences’ Department of Communication Sciences and Disorders (DCSD). 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 DCSD. Funds are available from Internal R&R ($2,100,000).
ADMINISTRATION/POLICY AGENDA
Presented by Commissioner Alfred Rankins, Jr.

On motion by Trustee Duff, seconded by Trustee Martin, with Trustee Cunningham absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Administration/Policy Agenda. On motion by Trustee Dye, seconded by Trustee McNair, with Trustee Cunningham absent and not voting, all Trustees legally present and participating voted unanimously to approve item #2.

1. SYSTEM – Approved the appointment of Dr. William Bynum, President of Jackson State University, as the IHL Board’s representative on the Mississippi Authority for Educational Television A.K.A. Mississippi Public Broadcasting (MPB) Board pending approval by the Senate at its next Legislative session. His term will be four-years from July 1, 2019 through June 30, 2023.

2. SYSTEM – Approved the following committee appointments by President Hal Parker:

STANDING COMMITTEES

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<tr>
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<tr>
<td>1. Dr. Alfred McNair, Jr., Chair</td>
<td>1. Ann Lamar, Chair</td>
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<tr>
<td>2. Dr. Ford Dye</td>
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<td>3. Shane Hooper</td>
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<td>2. Dr. Ford Dye</td>
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<td>4. Dr. Alfred McNair, Jr.</td>
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<td>5. Chip Morgan</td>
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<td>6. Gee Ogletree</td>
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AD HOC COMMITTEES

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<td>1. Dr. Steven Cunningham, Chair</td>
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<tr>
<td>2. Hal Parker, Board President</td>
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<td>3. Dr. Alfred Rankins, Commissioner</td>
<td>3. Bruce Martin</td>
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<tr>
<td>4. Dr. Felicia Nave, ASU Incoming President</td>
<td>4. Dr. Alfred McNair, Jr.</td>
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<td>5. Dr. William Bynum, JSU President</td>
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<td>6. Dr. Jerryl Briggs, MVSU President</td>
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<tr>
<td>7. Shane Hooper</td>
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NOTE: The President is an Ex-Officio member of all committees.
INFORMATION AGENDA
Presented by Commissioner Alfred Rankins, Jr.

FINANCE
1. SYSTEM – 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 on behalf of UMMC.

REAL ESTATE
2. SYSTEM – The Board received the Real Estate items that were approved by the Board staff subsequent to the April 18, 2019 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 1.)

LEGAL
3. SYSTEM – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 2.)

ADMINISTRATION/POLICY
4. SYSTEM – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
   a. 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.

**HEALTH AFFAIRS COMMITTEE REPORT**

Wednesday, May 15, 2019

The meeting was called to order by Chairman Ford Dye at approximately 2:00 p.m. The following items were discussed.
1. The Committee received an update on the quarterly clinical quality and FY2019 financial status. **No action was taken.**

2. 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 Starr, seconded by Trustee McNair, 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 the strategic business plans related to a public hospital.
   - **During Executive Session, the following matter was 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 McNair, all Committee members legally present and participating voted unanimously to return to open session.

3. On motion by Trustee Lamar, seconded by Trustee McNair, all Committee members legally present and participating voted unanimously to adjourn at approximately 3:40 p.m. 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.

**ANNOUNCEMENTS**

- President Hal Parker invited the university presidents to report on current activities on their campuses.
- President Parker then announced that the June 20th Board meeting will be in Jackson.
- He thanked Dr. Jerryl Briggs, President of Mississippi Valley State University, for agreeing to host the October 17th meeting on the MVSU campus.

**EXECUTIVE SESSION**

On motion by Trustee Starr, with Trustee Cunningham joining by phone, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Dye, seconded by Trustee Duff, with Trustee Cunningham joining by phone, 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 ("UM").

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

The Board engaged in discussions regarding whether to grant tenure to UM Professor James M. Thomas. Attorney Mark Waggoner, engaged by the Board as a First Amendment subject matter expert, was present. The Interim Chancellor and Provost of UM were also present for part of the discussions.
It was discussed that Professor Thomas is a prolific tweeter on social media; that Professor Thomas links his tweets to his personal website which includes his CV; that he tweets as a professor at the University of Mississippi and as an outspoken and adamant commentator on University administrative affairs; and that Professor Thomas often tweets about his course content and his daily classroom discussions. Some Trustees expressed concerns about some of Professor Thomas’ tweets, most notably, one from January 19, 2019. In response to a tweet from another individual where a statement was made that “There are only 3, maybe 4, professors there [Ole Miss] that are conservative,” Professor Thomas tweeted the following:

The truth is there used to be three or four conservative professors at UM. But we used two for a blood sacrifice to the ghost of Eugene Debs, another we forced to watch and she was subsequently converted, and I ate the fourth because his tears tasted like candy.

The question before the Board is whether the actions of Professor Thomas violated IHL Policy, UM Policy and the UM Statement Concerning Academic Freedom, and what impact any such violations should have on the decision to grant or deny tenure to Professor Thomas. The Board reviewed the requirements for tenure set out in IHL Policies 402.03 and 403.0101 which require, in part, that the Board and heads of institutions consider a candidate’s effectiveness in interpersonal relationships, including professional ethics and cooperativeness in making decisions regarding tenure.

The Board also discussed the University’s “Statement Concerning Academic Freedom,” which states in part: “As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should strive at all times to be accurate, should exercise appropriate restraint, should show respect for the opinions of others...” It was further discussed that UM’s Statement Concerning Academic Freedom is derived from the 1940 Statement of Academic Freedom and Tenure of the American Association of University Professors (AAUP) and since the guidance from the AAUP was written, it has been endorsed and adopted by hundreds of educational institutions and organizations world-wide.

Trustees discussed whether Thomas’ January 19, 2019 tweet showed a lack of respect for the opinions of others, such as views of colleagues with whom he did not share the same opinions (political or otherwise), and whether it showed appropriate restraint and professionalism. Some Trustees expressed their view that this tweet did not reflect on a matter of public concern nor did it serve an academic purpose or contribute to public debate on any issue. Trustees recognized that the Board must at all times protect the academic freedom of the institutions and their ability to safely and effectively educate students but also recognized that there are limits to academic freedom.

In addition, there was much discussion regarding the several positive reasons for UM’s tenure recommendation for Dr. Thomas including his evaluation at all levels of the process of seeking tenure and the recommendation of the University that he be awarded tenure. Following
further discussion and some dissent, ultimately it was the recommendation in favor of tenure from the University of Mississippi that carried the greatest weight in the majority of the Board’s decision to grant tenure to Professor Thomas.

A motion was made by Trustee Ogletree, seconded by Trustee Hooper, to approve tenure for James Michael Thomas; promotion to Associate Professor of Sociology; Department of Sociology and Anthropology; effective July 1, 2019. The motion passed on a 7 to 5 vote, with Trustee Cunningham joining by phone. Trustees voting for the motion were: Dr. Steven Cunningham, Mr. Shane Hooper, Mr. Bruce Martin, Dr. Alfred McNair, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. Walt Starr. Trustees voting against the motion were: Mr. Tom Duff, Dr. Ford Dye, Ms. Ann Lamar, Ms. Jeanne Luckey, and Mr. Chip Morgan.

On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Cunningham joining by phone, all Trustees legally present and participating voted unanimously to return to Open Session.

OTHER BUSINESS

The Board discussed the release of the request for proposals for executive search firms to assist with the University of Mississippi Chancellor Search. No action was taken.

By consensus, the Board approved the appointment of Dr. Ford Dye as Chair of the University of Mississippi Board Search Committee with all other trustees serving as members of the committee.

President Parker noted that recommendations for the Campus Search Advisory Committee (CSAC) members are due and noted that the CSAC members will be requested to participate in the listening sessions.

ADJOURNMENT

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

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

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

Exhibit 1  Real Estate items that were approved by the IHL Board staff subsequent to the April 18, 2019 Board meeting.

Exhibit 2  Report of the payment of legal fees to outside counsel.
EXHIBIT 1
May 16, 2019

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.

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
EXHIBIT 1
May 16, 2019

Project Initiation Date: November 17, 2016
Design Professional: Foil Wyatt Architects & Planners
General Contractor: Diversified Construction Services, Inc.
Total Project Budget: $8,486,626.47

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 job 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
EXHIBIT 1  
May 16, 2019

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 – Faser Hall 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
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.

   **Approval Status & Date:** APPROVED, April 25, 2019

   **Project Initiation Date:** April 19, 2018

   **Design Professional:** ESA Architects

   **General Contractor:** TBD

   **Total Project Budget:** $12,733,495.00

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
EXHIBIT 1
May 16, 2019

Design Professional: Eley/Barkley/Dale, a Joint Venture
General Contractor: TBD
Total Project Budget: $12,500,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

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, 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.)

TOTAL DUE………………………………………………..$ 32,150.06
EXHIBIT 2
May 16, 2019

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.)

TOTAL DUE………………………………………………...$ 77,321.90

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.)

TOTAL DUE………………………………………………...$ 8,464.50

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.)

TOTAL DUE………………………………………………...$ 7,868.03

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.)

TOTAL DUE………………………………………………...$ 4,937.80

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………………………………………………...$ 2,058.00

Payment of legal fees for professional services rendered by Waller Landsden Dortch & Davis, LLP (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, 3/29/19, 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
EXHIBIT 2
May 16, 2019

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, 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; “Ocicidiofungin Formations and Uses Thereof” - $529.75; 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; “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - $1,140.00)

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; “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - $1,140.00)

TOTAL DUE........................................................................$ 420.00
EXHIBIT 2
May 16, 2019

“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. **ASU – REQUEST APPROVAL TO AMEND AGREEMENT WITH SCHINDLER ELEVATOR CORPORATION**

**Agenda Item Request:** Alcorn State University (ASU) requests for approval of a contract amendment to the Schindler Elevator Corporation to the current elevator service contract to add the Natchez Campus and four other new elevators which are currently not covered by the current agreement. Pursuant to IHL Policy 707.03, Approval of Prepayment for Goods and Services, ASU also requests a waiver to allow prepayment of the monthly rent in advance each month.

**Contractor’s Legal Name:** Schindler Elevator Corporation

**History of Contract** The original contract with Schindler Elevator Corporation was from July 1, 2010 until June 30, 2015, at which time the contract auto renewed for five more years, making the contract expire on June 30, 2020. The purpose of the need for an amendment is that the Natchez Campus is no longer covered by a service contract and there are four other university elevators that were not on the current contract due to units that were added during construction projects.

**Specific Type of Contract:** This is a preventative maintenance contract for 30 elevators including both the Lorman and Natchez Campuses.

**Purpose:** The purpose of this contract is to provide preventative maintenance on all 30 elevators on the Lorman and Natchez Campuses. In order to be in compliance with the Mississippi Conveyance Safety Act, all elevators need to be covered by some type of service agreement so they can receive annual tests and services required by the state inspection program.

**Scope of Work:** The contractor shall examine, lubricate, adjust and as needed repair or replace the covered components in hydraulic elevators, and traction elevators. Basic components in hydraulic elevators include controller components, resistors, timers, fuses, overloads, minor contacts, wiring, coils, packing, drive belts, strainers, functional components of the car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells. Major components in hydraulic elevators include exposed piping in the machine room and hoist way, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve. Basic components of traction elevators include selector motors, brake pads, lining, disks or shoes, magnet coils, brushes and commutators; controller components include resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices. Major
components of traction elevators include hoist motors, hoist ropes, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors. The contract also covers periodic cleaning of the machine room, car top, and pit of debris related to their work in these areas and periodic painting of the machine room floor. The contract also covers an annual hydraulic pressure relief valve test, an annual no-load test on geared elevators, and a full load test on geared elevators every five years.

**Term of Contract**: The term of the contract addendum shall begin upon IHL Board approval (approximately June 20, 2019) and expire on June 30, 2020 and shall have no provisions for auto renewal.

**Termination Options**: This agreement may be terminated for the following reasons:
- reduction of funds,
- failure by to comply with the federal E-Verify program,

**Contract Amount**: The new monthly maintenance rate will increase from $8107.16 per month ($97,285.92) to $8200 per month ($98,400). This amendment will change the current value of the contract from $97,285.92 to $98,400. The payment will be made annually.

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

**Contractor Selection Process**: The elevator contract was 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. 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 Alcorn State University and Schindler Elevator Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. **MSU – REQUEST FOR APPROVAL TO ENTER INTO A SOFTWARE SUBSCRIPTION AGREEMENT WITH BABEL STREET, INC.**

**Agenda Item Request**: MSU is requesting to enter into a Contract with Babel Street for the purchase of the following software items:

- The Babel Street® web-based application, Babel X®, is a multi-lingual, geo-enabled, text analytics software as a service (SaaS) solution.
• Babel BOX®, or Blended Onsite eXploitation, refers to the on-premises, hosted solution of Babel Street’s commercial software.

Contractor’s Legal Name: Babel Street, Inc.

History of Contract: As part of our funded MSU research project to develop an Open Source Center of Excellence, MSU researchers need to have access to massive amounts of digital content observed in blogs, social media, on-line web forums, and other media outlets across multiple languages. We need these data sources to be integrated into a single platform. We have concluded after researching possible solutions that Babel Street’s software suite is the only software that can meet all the technical requirements of our government contract, particularly (but not limited to) the requirement to have a singular platform that is capable of dealing with a diverse totality of multi-source, multi-lingual data.

For searches on a customer’s own infrastructure, Babel Street offers Babel BOX. This is the only solution that will provide a search capability equivalent to their web-based product to search our own data holdings across languages. In addition, the combination of Babel X and Babel BOX create a unique capability to fuse publicly available information with proprietary information and render it discoverable across languages.

Babel Street maintains all proprietary rights to its source code, issued patents and pending patents, and other technology. Babel Street has not issued any rights or licenses to others to develop a similar or competing product. There is no other vendor from which we can obtain Babel Street products and our contract award from the U.S. Government includes the use of Babel Street’s products by name.

Specific Type of Contract: Software purchase and subscription.

Purpose: This is a software purchase and subscription required to comply with a grant from the U.S. government. The grant award specifically requires the use of Babel Street’s products.

Scope of Work: Purchase and support of software products to support research.

Term of Contract: Contract will begin on June 29, 2019 and will expire on January 29, 2020 with an option to renew, if funding is available, for up to four (4) additional 1 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:** For the first seven month term the cost will be $1,202,000. The annual fee shown in the order forms, of $1,100,000 shall apply to the first annual term if the option to renew is exercised which shall run from January 30, 2020 until January 29, 2021. The annual fees for the following annual terms shall be renegotiated by the parties prior to the beginning of the renewal term, however, the parties agree that the annual fee shall not escalate by more than 2%. It is anticipated that the third year cost will be not more than $1,122,000; fourth year cost will be not more than $1,144,440; fifth year cost will be not more than $1,167,329, for a total cost of not more than $5,753,769 if funding is available.

**Funding Source for Contract:** Grants

**Contractor Selection Process:** A sole source notice was posted in the newspaper and appropriate internet sites. This purchase does not require the approval of MSDITS because it is being made with 100% federal funds. This purchase does require approval of the PPRB. We anticipate approval at the June meeting of the PPRB. No contract will be signed until after we have obtained approval from IHL and PPRB.

**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 Babel Street, Inc. 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 LEASE AGREEMENT WITH EDR COLLEGE VIEW MS, LLC**

**Agenda Item Request:** Mississippi State University requests approval to lease 2,809 sq ft of office space at 385 College View Street for the purpose of locating the University’s Computer Testing Services. Pursuant to IHL Policy 707.03, *Approval of Prepayment for Goods and Services*, MSU also requests a waiver to allow prepayment of the monthly rent in advance each month.
Contractor’s Legal Name: EDR College View MS, LLC

History of Contract: While this is a new lease agreement, the lease is with the company that MSU has partnered with for the Public Private Development, College View. This will be a lease for a portion of the space in that development.

Specific Type of Contract: This is a new lease agreement.

Purpose: The University’s Computer-Based Testing Service is currently located in the basement of an on-campus building scheduled for eventual demolition. The College View space is more suitable for long-term occupancy and favorably located for the type of services provided to the public.

Scope of Work: The agreement is to lease approximately 2,809 sq ft of space. MSU will provide base rent and proportionate share of real property taxes, insurance, operating expenses, and utility expenses. Landlord will provide site maintenance, trash collection and recycling, master electric, water and wastewater bills, and other drainage or utility bills.

Term of Contract: Beginning Date: 8/1/2019 End Date: 7/30/2024. Contract may be renewed for one 5-year period upon written agreement of both parties.

Termination Options: Default by either party, destruction by fire or other cause.

Contract Amount:

<table>
<thead>
<tr>
<th>Months</th>
<th>Base Rent Per Square Foot</th>
<th>Base Rent Per Month</th>
<th>Annual Rent</th>
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<td>1-12</td>
<td>$13.13</td>
<td>$3,073.51</td>
<td>$36,882.17</td>
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<td>13-24</td>
<td>$16.12</td>
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<tr>
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<td>$25.00</td>
<td>$5,852.08</td>
<td>$70,225.00</td>
</tr>
</tbody>
</table>

Total Base Rent Obligation for the Initial Lease Term: $268,147.14

Proportionate Share Real Property Taxes, Insurance, and Operating Expenses: $56,426.00

Contract Total: $324,573.14

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

Contractor Selection Process: This location was selected due to the proximity to campus and the existing relationship with the University.

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
Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Lease Agreement between Mississippi State University and EDR College View MS, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. **UM – REQUEST APPROVAL TO AMEND LEASE WITH ALPHA MU HOUSE CORPORATION OF KAPPA DELTA SORORITY AND SUBLEASE BETWEEN KD HOUSE CORPORATION AND MS GAMMA HOUSE ASSOCIATION OF SIGMA ALPHA EPSILON**

**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 amendment and extension of the lease between the IHL/UM and Alpha Mu House Corporation of Kappa Delta Sorority (“KD House Corporation”) and (ii) a sublease between KD House Corporation and Mississippi Gamma House Association of Sigma Alpha Epsilon (“SAE House Association”).

**Contractor’s Legal Name:** Alpha Mu House Corporation of Kappa Delta Sorority and Mississippi Gamma House Association of Sigma Alpha Epsilon.

**History of Contract:** On September 1, 2009, the KD House Corporation and the IHL/UM entered into a lease for sorority lot no. 8 on the University of Mississippi’s Oxford campus (“the primary lease”). KD House Corporation erected a sorority residential facility (“the KD House”) on the lot. At the close of the 2018-2019 school year, KD House Corporation will close and vacate the KD House, so that it may be demolished and rebuilt in accordance with architectural plans approved by UM.

On April 8, 1987, SAE House Association and the IHL/UM entered into a lease for fraternity lot no. 301 on the University of Mississippi’s Oxford campus. The SAE House Association erected a fraternity residential facility (“the SAE House”) on the lot. Pursuant to a December 11, 2017 agreement with UM, the Mississippi Gamma Chapter of Sigma Alpha Epsilon (“SAE”) disbanded, and the fraternity vacated the SAE House. Currently, an employee of the SAE House Association occupies the SAE House to manage the upkeep and operations of the house. The December 11th agreement authorized SAE House Association to sublease the SAE House, consistent with the terms of SAE House Association’s primary lease with the IHL/UM.

**Specific Type of Contract:** This is the first amendment of the primary lease between the IHL/UM and KD House Corporation. The parties are amending and restating their original lease in its entirety to extend the termination date of the lease from August 31, 2039 to August 31, 2049. The lease is also amended to include the following provisions: complete agreement, modification, governing law, non-availability of funds, indemnification, and
force majeure. All other terms of the amended lease are the same as stated in the original lease.

This is the first sublease of the primary lease between the IHL/UM and SAE House Association.

**Purpose:** Amendment of the primary lease is necessary because KD House Corporation seeks financing to rebuild the KD House currently erected on sorority lot no. 8. Proposed lenders require KD House Corporation to amend and extend the term of the primary lease from the last day of August 2039 to the last day of August 2049 to coincide with the proposed financing term because the original lease expires during the proposed amortization of the loan. KD House Corporation maintains that it cannot obtain financing to rebuild the KD House until its lease with IHL/UM is extended. KD House Corporation also seeks to sublease the vacated SAE House from the SAE House Association because KD sorority members will be displaced during the interim period when the KD House is vacated and then demolished and rebuilt. The IHL’s approval of the sublease is necessary because the primary lease between SAE House Association and the IHL/UM expressly provides that SAE House Association may not sublease, sell, assign, or pledge the property as a security for a loan 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 KD House Corporation is for a thirty-year term, from September 1, 2009 to August 31, 2039. The primary lease contains no renewal option.

The amended lease between the IHL/UM and KD House Corporation is for a forty-year term, from September 1, 2009 to August 31, 2049.

The term of the proposed sublease between SAE House Association and KD House Corporation is for one year, from July 1, 2019 to June 30, 2020.

**Termination Options:** The IHL/UM may terminate the primary lease with KD House Corporation if KD House Corporation defaults on any of the covenants and conditions specified in the primary lease and such default continues for thirty (30) days. These covenants and conditions include remitting the lease payments, maintaining insurance, building improvements, the payment of utilities, and the maintenance/repair of the leased premises and grounds. The IHL/UM may also terminate the primary lease if KD House Corporation vacates or abandons the leased premises.

The IHL/UM may terminate the amended primary lease with KD House Corporation if KD House Corporation defaults on any of the covenants, conditions, agreements or undertakings contained in the amended primary lease and such default continues for thirty (30) days, including the insurance requirements, lease payments, building improvements, the payment of utilities, and the maintenance/repair of the leased premises and grounds.
The IHL/UM may terminate the amended primary lease if KD House Corporation vacates or abandons the leased premises. The IHL/UM may also terminate the amended primary lease upon the non-availability of funds for UM to care for and maintain the leased property or if one of the circumstances triggering the force majeure provision occurs. KD House Corporation may terminate the lease if the house is damaged or destroyed by fire as to render the house untenable and KD House Corporation clears the wreckage and debris from the premises.

The sublease between KD House Corporation and SAE House Association may be terminated for; (i) the non-payment of rent or any other amount payable to SAE House Association, (ii) the failure of KD House Corporation to observe or perform any provision of the sublease, other than the payment of rent, within thirty (30) days of notice from SAE House Association, (iii) KD House Corporation’s abandonment of the leased premises, and (iv) the making by KD House Corporation of any general assignment or arrangement for the benefit of creditors; or the filing against KD House Corporation or any guarantor of an involuntary petition to have KD House Corporation or any guarantor adjudged a bankrupt which is not dismissed within thirty (30) days; or the filing by KD House Corporation or any guarantor of a petition for reorganization relating to bankruptcy; or the appointment of a trustee or a receiver to take possession of KD Corporation’s assets or of KD House Corporation’s interest in the sublease and such appointment is not vacated within thirty (30) days; or the attachment, execution or other judicial seizure of KD House Corporation’s assets or of KD House Corporation’s interest in this sublease; or if KD House Corporation admits in writing its inability to pay generally its debts. The sublease also may be terminated if one of the other conditions specified in the sublease is triggered such as damage and destruction, 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 annual lease payment under the primary lease between KD House Corporation and IHL/UM is $50.

**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 leases in an amount greater than $100,000*. Legal Staff has reviewed the proposed Lease Agreement between University of Mississippi and Alpha Mu House Corporation of Kappa Delta Sorority for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
5. **UM–REQUEST APPROVAL TO ENTER SERVICES AGREEMENT WITH GKR SYSTEMS, INC.**

**Agenda Item Request:** The University of Mississippi Office of Information Technology requests approval to enter into a contract with GKR Systems, Inc. (commonly known as Venture Technologies) to procure hardware for upgrading the existing computer network. Pursuant to IHL Policy 707.03, *Approval of Prepayment for Goods and Services*, UM also requests a waiver to allow prepayment of the five (5) years of support and upgrades.

**Contractor’s Legal Name:** GKR Systems, Inc.

**History of Contract:** The University of Mississippi network has evolved, like many others, into a mission critical component of all business and academic areas of the University. This requires that reasonable security measures and adequate technology be in place to support that purpose. While several upgrades to areas of the network have taken place over the last decade to address increased user demand and additional functionality, the basic core of the network has been in place since 2003. It is now time to replace that basic core with new technology. This upgrade was reviewed and approved by the Mississippi ITS Board in February 2019.

**Specific Type of Contract:** This contract is for computer hardware and support.

**Purpose:** The purpose of this request is to support hardware being installed as part of the existing University of Mississippi network.

**Scope of Work:** This hardware procurement includes delivery of all hardware and five years’ support of that hardware.

**Term of Contract:** Following receipt of the hardware, this hardware purchase includes five years of prepaid hardware support and upgrades along with a set hourly rate should any onsite support services be required. This allows significant savings by providing a much higher discount rate and locking the price to prevent any increase for five years. The estimated delivery of new hardware is July 1, 2019, the estimated end date would be June 30, 2024.

**Termination Options:** The Agreement may be terminated by mutual agreement and for default, force majeure, change in legislative appropriation, and failure to comply with the Mississippi Employment Protection Act as seen in the following contract language:

- may be terminated by mutual agreement with 90-day notice of termination.
- The University of Mississippi may terminate the contract for non-performance of services at any time.
- This Agreement may be terminated due to force majeure, such as an act of God, weather, government, sanctioning body, riot, war, strike, labor disturbance, civil
disorder, terrorism, vandalism, or other cause beyond reasonable control, which renders either party unable to perform its obligations of the Agreement.

- UM may terminate this Agreement in the event that funds associated for payment of this contract become unavailable due to a decrease or change in the legislative appropriation.
- The Vendor 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. Vendor understands and agrees that any breach of these warranties may subject the Vendor 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 the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both.

**Contract Amount** The contract amount for this procurement is $2,198,278.68 with hardware cost being $1,573,449 and five years of hardware support being $624,829.68 (including five years of updates for the operating system). We also have a specified rate of $175 per hour should any onsite services be required. We have not utilized onsite services in the last five years and do not anticipate needing them in the five years of this agreement, but an hourly rate for onsite services with a four-hour response time is specified if necessary.

**Funding Source for Contract:** Funding for this project will be Telecommunications capital R&R reserves.

**Contractor Selection Process:** The selection process for this contractor was via competitive bid per University of Mississippi Request for Bid #9806. Of the six bids received, GKR Systems, Inc. submitted the lowest bid.

**Staff Recommendation:** Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between University of Mississippi and GKR Systems Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
6. **UM – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH OLOGIE LLC**

**Agenda Item Request:** The University of Mississippi Office of University Marketing & Communications requests approval to enter into a contract with Ologie LLC.

**Contractor’s Legal Name:** Ologie LLC

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

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

**Purpose:** The purpose of this agreement is to establish a collaborative relationship with a marketing and branding agency to provide UM with a distinctive, unifying brand platform.

**Scope of Work:** This work includes, but is not limited to, building a cohesive and differentiating brand strategy to promote alignment across all marketing and communication materials, creating clear guidelines for the university’s brand and sub-brands, developing a creative platform, socializing this work with the campus community and other constituents, building recommendations for a long-term marketing and media strategy, and producing an institutional commercial to be delivered to national networks.

**Term of Contract:** The contract term will be June 21, 2019 – June 30, 2020.

**Termination Options:** The Agreement may be terminated by mutual agreement and for default, force majeure, change in legislative appropriation, and failure to comply with the Mississippi Employment Protection Act as seen in the following contract language:

- …may be terminated by mutual agreement with 30-day notice of termination.
- The University of Mississippi may terminate the contract for non-performance of services at any time.
- This Agreement may be terminated due to force majeure, such as an act of God, weather, government, sanctioning body, riot, war, strike, labor disturbance, civil disorder, terrorism, vandalism, or other cause beyond reasonable control, which renders either party unable to perform its obligations of the Agreement.
- UM may terminate this Agreement in the event that funds associated for payment of this contract become unavailable due to a decrease or change in the legislative appropriation.
- The Vendor 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. Vendor understands and agrees that any breach of these warranties may subject the Vendor 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 the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both.

**Contract Amount** The total contract amount is $657,000. This total includes the following:

- Professional fees $527,000
- Miscellaneous Material Expenses $2,000
- Film Expenses $45,000
- Travel Expenses $53,000
- Potential Change Orders $30,000

**TOTAL** $657,000

**Funding Source for Contract:** The source of the funding for the contract will be a combination of existing University Marketing & Communications funds and Educational and General funds.

**Contractor Selection Process:** The University of Mississippi issued Request for Proposals #633 and received proposals from 16 offerors. A committee of 10 University of Mississippi employees evaluated and rated all proposals per criteria listed in the RFP and narrowed the list to four finalists given their experience and qualifications, creativity, proposal presentation, cost and responsiveness. Of the four finalists that were invited to give on-campus presentations, Ologie LLC received the highest ratings and was selected for the following reasons:

1) Clearly and articulately outlined a plan to socialize and engage the campus community in their work

2) Overall collaborative approach to the scope of work

3) Proven track record of success with higher education institutions

4) Ability of firm to deliver the entire scope of work with limited contractors

While the overall cost of the contract is the second highest among the four finalists, the committee was unanimous in feeling that the firm provided the highest amount of value for the scope of work.

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

7. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH ATLAS MEDSTAFF, LLC

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement (Agreement) with Atlas Medstaff, LLC (Atlas) for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. Atlas will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas.

**Contractor’s Legal Name:** Atlas Medstaff, LLC

**History of Contract:** UMMC employs its own nursing staff. However, UMMC, along with other hospitals across the US, has experienced a nursing shortage in patient care areas. The U.S. Bureau of Labor Statistics reports that the shortage is due to “an increased emphasis on preventive care; growing rates of chronic conditions, such as diabetes and obesity; and demand for healthcare services from the baby-boom population, as they live longer and more active lives.” According to the American Journal of Medical Quality, there will be a shortage of 154,018 registered nurses (RN) by 2020 and 510,394 RNs by 2030; the South and West regions are expected to have higher shortage ratios than Northeast and Midwest regions.

UMMC currently has one hundred (100) open positions for nurses and is expanding capacity by opening new beds, which also increases the need for nurses. There is a competitive local market for nurses in the Jackson area. UMMC is actively working to increase competitiveness in the market. Despite these efforts, filling positions remains a challenge.

On January 17, 2019, the Board approved a nurse staffing agreement with Aureus Nursing, L.L.C. (Aureus) for $1,701,652. The Aureus agreement provides for nurses for higher level positions such as cardiovascular nurses. UMMC plans to continue this agreement to provide nurses for the intended purpose until it expires on January 31, 2020. UMMC has previously contracted with Atlas to provide nurses for the Pediatric Intensive Care Unit (PICU) for a total cost less than $250,000, which did not require Board approval.

In addition to this request, UMMC has submitted for consideration two (2) separate service agreements with Cross Country Staffing, Inc. (Cross Country) and Medical Solutions, LLC (Medical Solutions). UMMC seeks to simultaneously contract with multiple nurse staffing vendors to provide UMMC with instant outside resources with the skills needed to maintain daily operations. The nationwide nursing shortage has affected
all of nursing, including staffing companies. Therefore, in order to have access to an adequate number of temporary staff on short notice if or when the need arises, UMMC must have several options at its disposal.

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

**Purpose:** The purpose of the Agreement is augment UMMC’s nursing and surgical technician staffing, to be utilized on an as-needed basis. Atlas will provide licensed skilled nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas.

**Scope of Work:** Under the Agreement, Atlas will provide nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians who will;

- provide expert patient care and acts as a clinical resource to staff;
- maintain quality standards in patient care established by UMMC;
- consult with medical and other health care staff regarding patient care, when applicable;
- have obtained the appropriate diploma and experience in the specified area;
- have the appropriate valid license;
- be knowledgeable of staff procedures and protocols;
- have appropriate skills for the job assigned; and
- have the ability to work in a team environment.

**Term of Contract:** The term of this Agreement is two (2) years, beginning July 1, 2019, and ending June 30, 2021.

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

- by agreement of the parties;
- upon sixty (60) days’ written notice by either party with or without cause;
- if Atlas refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, and fails to cure the breach within ten (10) days of receiving written notice from UMMC;
- immediately upon Atlas’s breach of any of the following ongoing representations and warranties that Atlas, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 20, 2019

- are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
- are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Atlas being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
- if Atlas is to receive any patients' personal health information, Atlas represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.

- in the event of a reduction in funds;
- in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days; and
- upon written notice to Atlas of a material breach of the Agreement or violation of the HIPAA Regulations that remains uncured following ten (10) days written notice, or immediately if cure is not possible, in the event Atlas improperly uses or discloses protected health information.

Contract Amount: The total maximum cost of the Agreement over two (2) years is $9,877,840, which is UMMC’s total expected need for nurse staffing augmentation. Fees are based upon hourly rates for the nurses and technicians. However, since it is unknown at this time which vendor will be able to supply nurses as needed, UMMC has requested the total projected need for each of the three (3) proposed vendors.

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

Contractor Selection Process: Atlas has previously provided UMMC high quality well-trained PICU and Neonatal ICU nurses. UMMC has attempted to secure nurses with this skill set through other companies, but they have been unable to provide candidates with the level of skill required to care for the acuity of the patients in our PICU and NICU.

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 Medical Center and Atlas Medstaff, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
8. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A REAGENT RENTAL AGREEMENT WITH BECKMAN COULTER, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Reagent Rental Agreement (Agreement) with Beckman Coulter, Inc. (Beckman Coulter) for the lease of an AU480 Analyzer, including a one (1) year warranty, service, training, and related consumables needed for diagnostic testing. The analyzer and associated supplies are used to perform drug screens on hospital and clinic patients, as well as new UMMC employees and students. The testing is also used in cases of possible exposure, ingestions, and overdoses.

**Contractor’s Legal Name:** Beckman Coulter, Inc.

**History of Contract:** This is a new Agreement with Beckman Coulter for the lease of an AU480 Analyzer. UMMC currently owns and utilizes an analyzer purchased in 2004 that is at its end of life.

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

**Purpose:** The purpose of the Agreement is to lease an AU480 Analyzer, including one (1) year warranty, service, training, and related consumables needed for diagnostic testing. The analyzer and associated supplies are used to perform drug screens on hospital and clinic patients, as well as new UMMC employees and students. The testing is also used in cases of possible exposures, ingestions, and overdoses.

**Scope of Work:** Under this agreement, Beckman Coulter will provide:

- One (1) AU-480 instrument;
- a one (1) year warranty;
- service for the AU480 Analyzer;
- consumables for use with the analyzer;
- training on the use of the equipment; and
- a credit of up to $10,000 towards any interface costs for UMMC’s laboratory information system.

Under the Agreement, UMMC will:

- purchase $78,402.02 worth of consumables each year;
- use the products for UMMC’s own use;
- maintain, use, and store the products as directed;
- not misuse or abuse the products;
- use only reagents supplied or otherwise approved by Beckman Coulter for use with the equipment; and
▪ not make any alterations, additions or improvements to the equipment without Beckman Coulter’s prior written consent.

Term of Contract: The term of the Agreement is five (5) years, from July 1, 2019, through June 30, 2024.

Termination Options: Termination options include the following:

▪ In the event of a reduction in funds; and
▪ Upon default by the non-defaulting party

Contract Amount: The total estimated cost for the five (5) year contract term is $513,602.73. UMMC has calculated in the total cost a potential annual cost increase of three percent (3%) and potential annual patient volume growth of ten percent (10%), beginning in year two (2) of the Agreement.

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

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

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Beckman Coulter, Inc. for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

9. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH CINTAS CORPORATION No. 2

Agenda Item Request: The University of Mississippi Medical Center (UMMC) request approval to enter into a Services Agreement with Cintas Corporation No. 2 (Cintas) to rent uniforms worn by employees throughout UMMC. The Department of Finance and Administration, Office of Purchasing, Travel, and Fleet Management (DFA) has contracted with Cintas for the provision of uniforms to state agencies.

Contractor’s Legal Name: Cintas Corporation No. 2

History of Contract: On August 21, 2014, the Board approved a five (5) year agreement with Cintas for uniform rental. The agreement was approved for a total cost of up to $1,326,037.63 and will expire September 30, 2019.
Specific Type of Contract: This is a new agreement.

Purpose: The purpose of the agreement is to provide laundered and ironed uniforms for UMMC employees. Rental of the uniforms will provide consistency in appearance for UMMC employees that wear uniforms.

Scope of Work: Under this agreement, Cintas will:
- Furnish uniforms as requested by UMMC;
- Provide short or long sleeved shirts or a combination of both (no seasonal shirts);
- Repair garments as needed at no additional cost to UMMC;
- Replace garments due to normal wear at no additional cost to UMMC. Lost, stolen or maliciously damaged garments will be charged to UMMC;
- Count and document all garments delivered and picked up;
- Issue uniforms within 14 days of notification by UMMC to Cintas for new employees;
- Clean and maintain all garments owned by Cintas and rented by UMMC; and
- Clean coveralls upon request of UMMC.

Term of Contract: The initial term of the agreement is three (3) years, from October 1, 2019, through September 30, 2022. Thereafter, the agreement will automatically renew for an additional two (2) renewal terms of one (1) year each. UMMC requests approval for the entire term of five (5) years, from October 1, 2019, through September 30, 2024.

Termination Options: Termination options including the following:
- by agreement of the parties;
- by UMMC for convenience upon written notice;
- immediately upon Cintas’s breach of any of the following ongoing representations and warranties that Cintas, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
  - are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
  - are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Cintas being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  - if Cintas is to receive any patients' personal health information, Cintas represents and warrants that it has implemented safeguards to ensure that...
the privacy and confidentiality of patients' personal health information is protected.

- in the event of a reduction in 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 over the five (5) year term is $899,543.68. Pricing under the agreement is firm for the initial three (3) year term. During the renewal terms, upon 120 days’ prior written notice, Cintas may increase prices up to the percent increase in the Hospital and Related Services component of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as released by the U.S. Labor Department, Bureau of Labor Statistics. UMMC has calculated a six percent (6%) annual increase beginning in year 4 for potential price increases, as well as potential volume increases during the five (5) year term.

**Funding Source for Contract:** The agreement will be funded by general funds.

**Contractor Selection Process:** The Department of Finance and Administration, Office of Purchasing, Travel, and Fleet Management (DFA) has established a cooperative purchasing agreement with US Communities Government Purchasing Alliance to allow purchases from their cooperative contract with Cintas.

**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 Medical Center and Cintas Corporation No. 2 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

10. **UMMC – REQUEST APPROVAL TO AMEND AGREEMENT WITH CITRIX SYSTEMS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment One to the Educational License Agreement with Citrix Systems, Inc. (Citrix) to allow UMMC to purchase additional licenses currently needed, as well as purchase additional licenses on an as-needed basis. This will allow UMMC to expand license counts on a dynamic basis as student, faculty/staff and business partner counts increase. These are a hybrid model for software, maintenance and technical support provided for on UMMC’s existing on-premise Citrix XenDesktop infrastructure. The software and services under this agreement serve as a gateway for UMMC users to access approximately 200 applications used across the institution. This gateway essentially “virtualizes” UMMC’s software applications.
Contractor’s Legal Name: Citrix Systems, Inc.

History of Contract: On December 13, 2018, the Board approved the Educational License Agreement with Citrix Systems, Inc. (Citrix) for software license, maintenance and support services for the Xen Platform Workspace Premium License. The term of the agreement is three (3) years, from December 13, 2018, through November 30, 2021. The cost of the agreement was $2,126,850.00. The previous license model from Citrix allowed for educational enterprises to dynamically expand beyond the hard number of licenses agreed to during the year and “true up” at the end of each year. In the new Citrix Cloud model, once an enterprise exceeds the hard license count, no further users are able to login; therefore, UMMC would like to the ability pay for what UMMC uses at that point in time rather than purchasing licenses in advance of actual need. The growth of Community Connect services at UMMC and the continued growth of the Affiliated Student program has necessitated the increase in license counts.

Specific Type of Contract: This is Amendment One to the Educational License Agreement.

Purpose: The purpose of this amendment is to allow UMMC to purchase additional licenses for what it currently needs, as well as purchase additional licenses on an as-needed basis to account for increases to student, faculty/staff, and business partner counts.

Scope of Work: Under the amendment, Citrix will:
- Provide licensing for concurrent users;
- Provide 24x7 access to the technical support;
- Manage problems according to severity;
- Provide work-around solutions or patches to reported software problems using reasonable commercial efforts; and
- Provide updates for software associated with the system.

Term of Contract: The term of this amendment will begin on or about June 26, 2019, and be coterminous with the agreement. The term of the agreement became effective December 13, 2018, and continues through December 12, 2021.

Termination Options: This agreement may be terminated as follows:
- In the event of no funds or a reduction of funds;
- In the event UMMC fails to make timely payments;
- Either party may terminate the agreement or a specific service if the other party breaches any of its material obligations under the agreement, and fails to cure within thirty (30) days of receipt of written notice from the non-breaching party;
- Either party may immediately terminate the agreement if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business;
By Citrix if UMMC violates the applicable rights to use the license or its services;  
By either party in the event Citrix is unable to comply with the warranty provisions under the agreement; and  
By Citrix in the event a third party files an infringement claim and Citrix is unable to procure the right to continue services or provide a replacement for UMMC.

Contract Amount: The estimated total cost of this amendment is $500,000.00. The total cost of the agreement is $2,626,850.00.

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

Contractor Selection Process: UMMC is currently contracted with Citrix. Purchases will be sold through its authorized reseller MoreDirect, Inc., who is an approved vendor contracted with Vizient, one of UMMC’s group purchasing organizations (GPO) pursuant to Miss. Code Ann. § 31-7-13(m)(x).

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between University of Mississippi Medical Center and Citrix Systems Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

11. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH CROSS COUNTRY STAFFING, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement (Agreement) with Cross Country Staffing, Inc. (Cross Country) for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. Cross Country will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas.

Contractor’s Legal Name: Cross Country Staffing, Inc.

History of Contract: UMMC employs its own nursing staff. However, UMMC, along with other hospitals across the US, has experienced a nursing shortage in patient care areas. The U.S. Bureau of Labor Statistics reports that the shortage is due to “an increased emphasis on preventive care; growing rates of chronic conditions, such as diabetes and obesity; and demand for healthcare services from the baby-boom population, as they live longer and more active lives.” According to the American Journal of Medical Quality, there will be a shortage of 154,018 registered nurses (RN) by 2020 and 510,394 RNs by
2030; the South and West regions are expected to have higher shortage ratios than Northeast and Midwest regions.

UMMC currently has one hundred (100) open positions for nurses and is expanding capacity by opening new beds, which also increases the need for nurses. There is a competitive local market for nurses in the Jackson area. UMMC is actively working to increase competitiveness in the market. Despite these efforts, filling positions remains a challenge.

On January 17, 2019, the Board approved a nurse staffing agreement with Aureus Nursing, L.L.C. (Aureus) for $1,701,652. The Aureus agreement provides for nurses for higher level positions such as cardiovascular nurses. UMMC plans to continue this agreement to provide nurses for the intended purpose until it expires on January 31, 2020.

In addition to this request, UMMC has submitted for consideration two (2) separate service agreements with Atlas Medstaff, LLC (Atlas) and Medical Solutions, LLC (Medical Solutions). UMMC seeks to simultaneously contract with multiple nurse staffing vendors to provide UMMC with instant outside resources with the skills needed to maintain daily operations. The nationwide nursing shortage has affected all of nursing, including staffing companies. Therefore, in order to have access to an adequate number of temporary staff on short notice if or when the need arises, UMMC must have several options at its disposal.

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

Purpose: The purpose of the Agreement is augment UMMC’s nursing and surgical technician staffing, to be utilized on an as-needed basis. Atlas will provide licensed skilled nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas.

Scope of Work: Under the Agreement, Cross Country will

- provide nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians who will;
  - provide expert patient care and acts as a clinical resource to staff;
  - maintain quality standards in patient care established by UMMC;
  - consult with medical and other health care staff regarding patient care, when applicable;
  - have obtained the appropriate diploma and experience in the specified area;
  - have the appropriate valid license;
  - be knowledgeable of staff procedures and protocols;
  - have appropriate skills for the job assigned;
  - have the ability to work in a team environment; and 

pay UMMC twenty-five percent (25%) of the first-year salary for any UMMC employee hired during the term of the Agreement.

Under this Agreement, UMMC may hire Cross Country personnel after twenty-six (26) weeks of contract assignments. If UMMC hires Cross Country personnel, UMMC will pay Cross Country twenty-five percent (25%) of the individual’s first year salary.

**Term of Contract:** The term of the Agreement is two (2) years, beginning July 1, 2019 and ending June 30, 2021.

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

- by agreement of the parties;
- breach of E-verify
- upon sixty (60) days’ written notice by either party with or without cause;
- if Cross Country refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, and fails to cure the breach within ten (10) days of receiving written notice from UMMC;
- immediately upon Cross Country’s breach of any of the following ongoing representations and warranties that Cross Country, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs;
  - are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
  - are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Cross Country being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  - if Cross Country is to receive any patients' personal health information, Atlas represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.
- in the event of a reduction in funds;
- in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days; and
- upon written notice to Cross Country of a material breach of the Agreement or violation of the HIPAA Regulations that remains uncured following ten (10) days
written notice, or immediately if cure is not possible, in the event Atlas improperly uses or discloses protected health information.

**Contract Amount:** The total maximum cost of the Agreement over two (2) years is $9,877,840, which is UMMC’s total expected need for nurse staffing augmentation. Fees are based upon hourly rates for the nurses and technicians. However, since it is unknown at this time which vendor will be able to supply nurses as needed, UMMC has requested the total projected need for each of the three (3) proposed vendors.

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

**Contractor Selection Process:** Cross Country has the ability to provide candidates/portfolios for staff in all positions UMMC may need, both adult and pediatric, inclusive of perioperative services. They are an industry leader and the largest nurse staffing company in the nation. They recently received the Health Care Staffing Services Award of Distinction from The Joint Commission.

**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 Medical Center and Cross Country Staffing, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

12. **UMMC – REQUEST APPROVAL TO AMEND LEASE WITH JACKSON MUNICIPAL AIRPORT AUTHORITY**

**Agenda Item Request:** University of Mississippi Medical Center (UMMC) requests approval to amend its Cargo Facility Lease Agreement (Lease) with the Jackson Municipal Airport Authority (JMAA). The proposed amendment will extend the Lease for three (3) additional years and increase rent for the extended term. The leased location is on the campus of the Jackson-Medgar Wiley Evers International Airport and provides office and storage space for components of the Mississippi State Department of Health’s (MSDH) State Medical Response System (SMRS), which includes safety and security for UMMC’s mobile field hospital and a training location for the State Medical Assistance Team (SMAT) medical and logistical staff. 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, as well as vehicle parking charges for employees, as applicable.

**Contractor’s Legal Name:** Jackson Municipal Airport Authority
History of Contract: UMMC entered the lease with JMAA after IHL Board approval for 19,285 square feet of space in January 2012 at a cost of $461,350. The IHL Board approved a supplemental lease in June 2012 to provide 12,845 square feet of additional space beginning in July 2012 through June 30, 2015, at a cost of $269,745.12. In June 2015, the IHL Board approved an amendment to extend the lease expiration date to June 30, 2016 at a cost of $239,310. On June 16, 2016, the Board approved the current lease with JMAA for a total term of three (3) years and total cost of $720,030.00. The proposed amendment will extend the term of the lease for an additional three (3) years and increase the base rent from $7.00 to $7.25 per square foot. MSDH will reimburse UMMC the full cost of the Lease, including the increased rent, via federal grant funds received for public health emergency and/or hospital preparedness.

Specific Type of Contract: This is an Amendment to the Cargo Facility Lease Agreement.

Purpose: The purpose of the Amendment is to extend the term of the existing Lease and increase the base rent rate for the extended term. The leased location is on the campus of the Jackson-Medgar Wiley Evers International Airport and provides office and storage space for components of the Mississippi State Department of Health’s (MSDH) State Medical Response System (SMRS), which includes safety and security for UMMC’s mobile field hospital and a training location for the State Medical Assistance Team (SMAT) medical and logistical staff.

Scope of Work: JMAA will lease 32,130 square feet of space and provide electricity, ID badges, and parking to UMMC. UMMC will pay annual rent in monthly installments for the lease.

Term of Contract: The total term of the extended Lease is six (6) years, from July 1, 2016, through June 30, 2022. The original term of the Lease was one (1) year with two (2) automatic renewal terms of one (1) year each. The proposed amendment will extend the lease for an additional three (3) renewal terms of one (1) year each.

Termination Options: The Lease may be terminated as follows:

- After June 30, 2017, UMMC may terminate the lease effective as of the next anniversary date of the Lease with 60 days' notice for failure of the State of Mississippi or the United States of America to appropriate sufficient funds to UMMC for payment of rentals;
- In the event of default by JMAA, which includes abandonment, court order, breach of lease terms, and assumption by the United States Government or other authorized agency thereof; and
- In the event of default by UMMC, which includes failure to pay rent or utilities, breach of lease terms, bankruptcy, failure to abide by applicable laws,
abandonment, creation of a lien, assignment, and using the property for a use not authorized by the Lease; and

- In the event that structural or permanent portions of the premises are damaged by fire or other casualty rendering it untenanted, JMAA may terminate the lease if it elects not to rebuild or UMMC may terminate the lease if rebuilding or repairs take longer than 180 calendar days.

**Contract Amount** The total cost of the amended Lease over the six (6) year term is $1,464,157.50. For the extended term, the base rent will increase from $7.00 to $7.25 per square foot, or $232,942.50 annually. Under the Lease, UMMC is responsible for an electricity surcharge of $1,200 per month, as well as purchasing identification badges for at least three (3) supervisory employees and employee parking if UMMC’s employees utilize JMAA parking facilities. UMMC has included $350 per year for potential badge fees. UMMC employees currently utilize parking spaces located next to the leased building. While UMMC does not foresee any charges for parking, UMMC has calculated an additional $350.00 per year for this contingency.

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**Funding Source for Contract:** UMMC will pay the Lease; however, MSDH will reimburse UMMC the cost of the Lease via federal grant funds received for public health emergency and/or hospital preparedness.

**Contractor Selection Process:** JMAA is the only vendor that can provide the space that meets UMMC’s needs without requiring renovation. The building represents the only facility with adequate space and access to an airport facility for aeromedical transport and access to the Mississippi Air National Guard resources for disaster management planning purposes. The space enhances UMMC’s ability to perform assigned duties and responsibilities in Emergency Support Function 8 of the State of Mississippi Comprehensive Emergency Plan.

**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 Jackson Municipal Airport Authority 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 MEDICAL OFFICE BUILDING LEASE WITH MADISON HMA, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Medical Office Building Lease with Madison HMA, LLC (Madison HMA), located on the Merit Madison campus at 160 River Oaks Drive in Canton, Mississippi. The lease will be for 4,676 square feet of space located in the Oaks Building located on Merit Madison’s campus. The space will be used for clinic and office space for UMMC surgery providers and staff. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods and Services, UMMC also requests a waiver to allow prepayment of the monthly rent in advance each month.

Contractor’s Legal Name: Madison HMA, LLC

History of Contract: UMMC surgical physicians have privileges to provide surgical services on the Merit Madison campus in Canton, Mississippi. In conjunction with surgical services provided in the hospital facility, UMMC’s Department of Surgery will utilize clinic and office space for pre- and post-surgery consultations and evaluations.

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

Purpose: The purpose of the agreement is to lease approximately 4,676 square feet of medical office space in the Oaks Building located on Merit Madison’s main campus, for UMMC surgery providers and staff.

Scope of Work: Under the lease, Madison HMA will provide:

- 4,676 square feet of medical office space;
- Utilities, janitorial/housekeeping services, maintenance, real property insurance, medical waste disposal, landscaping, cable television and Ad Valorem Taxes;
- The use of furniture and equipment currently housed in the space and belonging to Madison HMA; and
- Non-exclusive use of all common areas.

Term of Contract: The term of the agreement is two (2) years, from July 1, 2019, through June 30, 2021.

Termination Options: Termination options include the following:

- By UMMC in the event Madison HMA causes any utility service interruption lasting longer than 30 consecutive days;
- By either party in the event of a partial destruction of the premises and Madison HMA 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 either party in the event of a partial taking under power of eminent domain, by giving the other written notice within 30 days after 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 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 an adverse change in IHL policy that causes this lease to not be in compliance with IHL policy, and the parties fail to agree upon modified terms within 90 days;
- By either party in the event of a reduction in funds of UMMC;
- By either party upon written notice in the event any provision of the lease is held to be invalid; 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 $209,484.80 over the two (2) year term. UMMC’s initial base rent is approximately $22.40 per square foot, which remains firm throughout the term of the lease. The base rent includes rent of the existing furniture and equipment that UMMC will utilize.

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

**Contractor Selection Process:** UMMC surgical physicians have privileges to provide surgical services on the Merit Madison campus in Canton, Mississippi. In conjunction with surgical services provided in the hospital facility, UMMC’s Department of Surgery
need nearby clinic and office space for pre- and post-surgery consultations and evaluations.

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

14. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO THE SECOND AMENDMENT TO THE PRICING AGREEMENT WITH MED-EL CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into the Second Amendment to its Agreement with MED-EL Corporation (MED-EL) to add the BONEBRIDGE implant system for purchase under the Agreement. The Agreement allows UMMC to purchase otolaryngology auditory devices and ancillary products to be used in surgical procedures at a discounted rate. These devices and products include cochlear implants, bone conduction systems, batteries, covers, etc., that will be used to treat pediatric and adult patients throughout UMMC. For patients with hearing impairments, the implant does the work of the damaged parts of the inner ear in order to provide sound signals to the brain. 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:** MED-EL Corporation

**History of Contract:** On August 18, 2016, the Board approved the pricing and purchase agreement between UMMC and MED-EL for the purchase of otolaryngology auditory devices and ancillary products used in surgical procedures at discounted rates. On May 18, 2017, the Board approved the first amendment to the agreement to lower pricing and remove obsolete products.

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

**Purpose:** The purpose of the Second Amendment is to add new technology products to the current agreement. The purpose of the Agreement is to purchase otolaryngology auditory devices from MED-EL including, but not limited to, cochlear implants, bone conduction systems, and ancillary products at a discounted rate. These devices and products include cochlear implants, bone conduction systems, batteries, covers, etc., that will be used to treat pediatric and adult patients throughout UMMC. For patients with
hearing impairments, the implant does the work of the damaged parts of the inner ear in order to provide sound signals to the brain.

**Scope of Work:** Under this amended agreement, MED-EL will:

- Provide discounted pricing for products purchased;
- Deliver within three (3) to five (5) business days of receipt of UMMC’s purchase order;
- Provide for rectification of sterility, at no charge, if any of these devices should expire while in shelf stock; and
- Provide product training and onsite education upon request.

**Term of Contract:** The Agreement term remains unchanged. The term is five (5) years, from October 1, 2016, through September 30, 2021.

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

- By either party at any time upon a thirty (30) day written notice;
- In the event of a reduction of funds available to UMMC;
- In the event MED-EL breaches its representations and warranties regarding eligibility to participate in a federal or state health care program;
- In the event of a change in law resulting in an adverse consequence; and
- Failure by MED-EL to comply with the federal E-Verify Program.

**Contract Amount:** The Second Amendment does not change the total estimated cost of the Agreement, which remains $10,000,000.00. Purchases will be made on an as-needed basis dependent upon patient need.

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

**Contractor Selection Process:** UMMC is currently contracted with MED-EL. The otolaryngology auditory devices and ancillary 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 MED-EL Corporation for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.
15. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH MEDICAL SOLUTIONS, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement (Agreement) with Medical Solutions, LLC (Medical Solutions) for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. Medical Solutions will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas.

**Contractor’s Legal Name:** Medical Solutions, LLC

**History of Contract:** UMMC employs its own nursing staff. However, UMMC, along with other hospitals across the US, has experienced a nursing shortage in patient care areas. The U.S. Bureau of Labor Statistics reports that the shortage is due to “an increased emphasis on preventive care; growing rates of chronic conditions, such as diabetes and obesity; and demand for healthcare services from the baby-boom population, as they live longer and more active lives.” According to the American Journal of Medical Quality, there will be a shortage of 154,018 registered nurses (RN) by 2020 and 510,394 RNs by 2030; the South and West regions are expected to have higher shortage ratios than Northeast and Midwest regions.

UMMC currently has one hundred (100) open positions for nurses and is expanding capacity by opening new beds, which also increases the need for nurses. There is a competitive local market for nurses in the Jackson area. UMMC is actively working to increase competitiveness in the market. Despite these efforts, filling positions remains a challenge.

On January 17, 2019, the Board approved a nurse staffing agreement with Aureus Nursing, L.L.C. (Aureus) for $1,701,652. The Aureus agreement provides for nurses for higher level positions such as cardiovascular nurses. UMMC plans to continue this agreement to provide nurses for the intended purpose until it expires on January 31, 2020. On May 18, 2017, the Board approved an agreement with Medical Solutions for nurse staffing at UMMC Grenada for $3,000,000, expiring on May 31, 2020. UMMC previously contracted with Medical Solutions to provide nurses for the Pediatric Intensive Care Unit (PICU) and Neonatal Intensive Care Unit (NICU) in Jackson for a total cost less than $250,000, which did not require Board approval.

In addition to this request, UMMC has submitted for consideration two (2) separate service agreements with Atlas Medstaff, LLC (Atlas) and Cross Country Staffing, Inc (Cross Country). UMMC seeks to simultaneously contract with multiple nurse staffing vendors to provide UMMC with instant outside resources with the skills needed to maintain daily operations. The nationwide nursing shortage has affected all of nursing, including staffing companies. Therefore, in order to have access to an adequate number of
temporary staff on short notice if or when the need arises, UMMC must have several options at its disposal.

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

**Purpose:** The purpose of the Agreement is augment UMMC’s nursing and surgical technician staffing, to be utilized on an as-needed basis. Medical Solutions will provide licensed skilled nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas.

**Scope of Work:** Under the Agreement, Medical Solutions will provide nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians who will:
- provide expert patient care and acts as a clinical resource to staff;
- maintain quality standards in patient care established by UMMC;
- consult with medical and other health care staff regarding patient care, when applicable;
- have obtained the appropriate diploma and experience in the specified area;
- have the appropriate valid license;
- be knowledgeable of staff procedures and protocols;
- have appropriate skills for the job assigned; and
- have the ability to work in a team environment.

**Term of Contract:** The term of this Agreement is two (2) years, beginning July 1, 2019, and ending June 30, 2021.

**Termination Options:** Termination options include the following:
- by agreement of the parties;
- upon sixty (60) days’ written notice by either party with or without cause;
- if Medical Solutions refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, and fails to cure the breach within ten (10) days of receiving written notice from UMMC;
- immediately upon Medical Solutions’ breach of any of the following ongoing representations and warranties that Medical Solutions, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
  - are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Medical Solutions being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and

- if Medical Solutions is to receive any patients’ personal health information, Medical Solutions represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.

- in the event of a reduction in or no funds available;
- in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days; and
- upon written notice to Medical Solutions of a material breach of the Agreement or violation of the HIPAA Regulations that remains uncured following ten (10) days written notice, or immediately if cure is not possible, in the event Aureus improperly uses or discloses protected health information.

**Contract Amount:** The total maximum cost of the Agreement over two (2) years is $9,877,840, which is UMMC’s total expected need for nurse staffing augmentation. Fees are based upon hourly rates for the nurses and technicians. However, since it is unknown at this time which vendor will be able to supply nurses as needed, UMMC has requested the total projected need for each of the three (3) proposed vendors.

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

**Contractor Selection Process:** Medical Solutions has previously provided UMMC high quality well-trained PICU and Neonatal ICU nurses. UMMC has attempted to secure nurses with this skill set through other companies, but they have been unable to provide candidates with the level of skill required to care for the acuity of the patients in our PICU and NICU.

**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 Medical Center and Medical Solutions, LLC, for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

16. **UMMC-REQUEST TO ENTER INTO AN AGREEMENT WITH MID SOUTH REHAB SERVICES, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Rehabilitation Services Agreement (Agreement) with Mid South Rehab Services, Inc. (MidSouth) to provide a full range of therapy services for UMMC
Grenada. MidSouth will provide all employees and management oversight of the inpatient, outpatient, and home health functions of UMMC Grenada’s Rehab service line. MidSouth will be responsible for volume growth, oversight of quality, and oversight of billing practices to ensure appropriate coding of Rehab claims and appropriate collections of those claims.

**Contractor’s Legal Name:** Mid South Rehab Services, Inc.

**History of Contract:** Historically, UMMC Grenada’s rehabilitation services have been managed and services provided by UMMC Grenada employees. The therapy services department of UMMC Grenada has underperformed for a number of years. Rehab service lines are routinely managed on an outsourced basis in rural, community hospitals to ensure proper staffing, expertise, and leadership. UMMC Grenada is in the process of adding a swing bed service to the facility, and the existing therapy staff do not have experience managing swing bed patients. UMMC Grenada desires to utilize a model using a vendor partner with a proven track record for success to help increase revenue, better manage labor costs, provide enhanced leadership and staff support, offer a depth of staffing resource availability, and improve the patient experience.

UMMC has previously contracted with MidSouth Rehab to provide staff augmentation for UMMC Grenada’s rehab department on an as-needed basis. The total cost of the agreement was less than $250,000, which did not require Board approval.

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

**Purpose:** The purpose of this Agreement is to provide a full range of therapy services for UMMC Grenada. MidSouth will provide all employees and management oversight of the inpatient, outpatient, and home health functions of the Rehab service line. MidSouth will be responsible for volume growth, oversight of quality, and oversight of billing practices to ensure appropriate coding of Rehab claims and appropriate collections of those claims.

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

- provide a director of rehabilitation services and clinical staff therapists with specialized rehabilitative speech and language pathology, occupational therapy, and physical therapy services to UMMC Grenada’s patients;
- be responsible for all salary and other costs related to their personnel;
- furnish UMMC Grenada with all equipment required for the performance of the rehabilitation services;
- assist and advise UMMC Grenada in the preparation of all information, data, and materials required for accreditation, licensure, and survey by voluntary, local, state and national organizations in connection with the rehabilitation program;
- assist UMMC Grenada in handling all medical review requests from any pre/postpaid and on-site medical review audits by various third-party payers, including Medicare and Medicaid;
Under this Agreement, UMMC will:

- perform all billing and collections;
- provide office supplies, provide all office supplies, IT equipment, and patient care supplies and devices required by Facility’s patients; and
- make available all ancillary facilities, support services, and patient services required to meet the medical and therapeutic needs of Program’s patients;
- not enter any type of management, joint ownership, direct or indirect, or consulting agreement, for services related to the operation of the rehabilitation program, with a company that, to Facility’s knowledge, employs or solicits the employment of any current employees of Provider working at Facility during the term of this Agreement for a period of one (1) year after termination of this Agreement without MidSouth’s written consent.

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

Termination Options: Termination options include the following:

- either party may terminate this Agreement with cause by giving thirty (30) days written notice if the deficiencies and defaults are not corrected within the thirty (30) day period;
- by either party without cause, by giving one hundred twenty (120) days written notice to the other party;
- by either party upon written notice if a petition is filed by or against either party for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver to trustee of such party’s property which is not discharged within thirty (30) days of filing; an assignment by either party for the benefit of creditors; or the taking of possession of either party’s property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of such party;
- in the event of a reduction in funds;
- upon two (2) days written notice, in the event the licenses held by UMMC, MidSouth or MidSouth’s personnel are at any time suspended, terminated or
revoked, and such suspension, termination or revocation shall continue unstayed and in effect for a period of five (5) consecutive days;

- in the event of an adverse change in law or regulation and the parties are unable to renegotiate the Agreement;
- in the event a provision of the Agreement violates federal or state law and the parties are unable to rectify the deficiencies; and
- in the event MidSouth improperly uses or discloses protected health information.

**Contract Amount:** The total estimated cost of the Agreement over the three (3) years is $3,950,061. Fees are variable based upon the services provided by various providers.

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

**Contractor Selection Process:** UMMC considered three (3) proposals for outsourced management and staffing of the therapy department at UMMC Grenada. In addition to its response meeting or exceeding UMMC’s requirements, MidSouth’s proposal included a value-add service of revenue enhancements on current volume levels due to coding optimization opportunities. The net result of MidSouth’s proposal generates the greatest positive impact on bottom line performance of this service line at UMMC Grenada.

**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 MidSouth Rehab Services 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 ENTER INTO A MASTER APHERESIS, QUALITY ASSURANCE, AND OUTCOMES BASED AGREEMENTS WITH NOVARTIS PHARMACEUTICALS CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Apheresis Agreement (MAA), a Quality Assurance Agreement (QAA), and an Outcomes Based Agreement (OBA) with Novartis Pharmaceuticals Corporation (Novartis) to provide the Chimeric Antigen Receptor T cell (CAR-T) therapy, Kymriah, to UMMC patients. CAR-T is an immunological therapy that utilizes a patient’s immune system to destroy their cancer cells. CAR-T therapy is utilized in patients who have not responded to standard therapy or who have relapsed. Kymriah is approved for patients up to 25 years of age with relapsed or refractory B-cell acute lymphoblastic leukemia (ALL) and in adult patients with relapsed or refractory diffuse large B cell lymphoma (DLBCL).

**Contractor’s Legal Name:** Novartis Pharmaceuticals Corporation
**History of Contract:** This is a new Agreement with Novartis for the ability to provide CAR-T therapy, Kymriah, to UMMC patients. After the patient’s T cells have been harvested by UMMC, Novartis will modify the patient’s T cells to develop the CAR-T therapy, Kymriah. UMMC will then purchase the therapy through a third party specialty distributor.

For the past two decades, researchers have pursued various ways to utilize the human immune system to fight cancer. The result of these efforts is CAR-T therapy. CAR-T works through a multi-step process. First, physicians remove a patient’s T cells by an apheresis procedure. The T cells are then cryopreserved and sent to the pharmaceutical company, where the cells are genetically encoded to allow the T cells to recognize a specific antigen that is found on the tumor cell, such as CD19 for Kymriah. The newly created CAR-T cells are grown in the laboratory and checked for quality before they are sent back to the treatment facility. The patient then must undergo lymphodepleting chemotherapy to deplete their T-cell function in order to help the body accept the reprogrammed CAR-T cells. The CAR-T cells are infused to the patient and begin targeting and destroying the tumor. The CAR-T cells will then become a “living drug” to prevent relapse.

The FDA approved this therapy for the ALL indication in August 2017, and approved the DLBCL indication in May 2018. There are only 91 treatment centers across the country approved to provide Kymriah, none of which are in Mississippi. UMMC is the only Foundation for the Accreditation of Cellular Therapy (FACT) accredited transplant center in the state, therefore UMMC is the only place that can offer this therapy. Kymriah offers a possible complete remission rate of 83% for ALL patients (up to 25 years old) and of 43% for adults with DLBCL.

Research is currently underway to apply CAR-T cell therapy in all cancer types, including lung cancer, breast cancer, multiple myeloma, glioblastoma, and other forms of leukemias. UMMC would like to be approved to provide Kymriah as a treatment option for patients.

**Specific Type of Contract:** This is a new Master Apheresis Agreement, Quality Assurance Agreement, and Outcomes Based Agreement.

**Purpose:** The purpose of this agreement is to provide the CAR-T therapy, Kymriah, to UMMC patients. CAR-T (Chimeric Antigen Receptor T cell) is an immunological therapy that utilizes a patient’s immune system to destroy their cancer cells. CAR-T therapy is utilized in patients who are not responding to the standard therapy or who have relapsed. Kymriah is specifically approved for patients up to 25 years of age with relapsed or refractory ALL and in adult patients with relapsed or refractory DLBCL.

**Scope of Work:** Under this agreement, Novartis will modify the patient’s own blood cells to create a therapy and send that therapy to UMMC through a third party specialty distributor.
Under this Agreement, UMMC will harvest the patient’s blood cells, send them to Novartis, and then transfuse the therapy into the patient once it is received from Novartis via the third party specialty distributor.

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

**Termination Options:** The MAA may be terminated as follows:
- by either party upon ninety (90) days prior written notice; and
- by either party at any time by written notice if:
  - the other Party is in material breach and fails or is unable to remedy such breach within thirty (30) days of receipt of written notice specifying the breach;
  - the other Party is in material non-compliance with the terms of the QAA;
  - the other Party is or states that it is unable to pay its debts as they fall due, enters into any scheme or arrangement or composition with, or assignment for the benefit of all or any class of creditors, is wound up or has a liquidator, provisional liquidator, receiver and manager or statutory or other official manager appointed over all or any part of its property;
  - for any Product safety and/or efficacy concerns; or
  - if FDA or other federal or state agency required approval of the Product or any facility is terminated, withdrawn, suspended or expires.

The QAA may be terminated by Novartis if UMMC does not act as a good faith partner in the resolution of quality issues, investigations and audits or in the timely provision of documentation, data and analysis.

The OBA may be terminated as follows:
- by either party upon one hundred twenty (120) days prior written notice; and
- by Novartis upon written notice that UMMC is no longer certified by Novartis as a treatment center authorized to administer the Product (as determined by Novartis in its sole discretion from time to time).

**Contract Amount:** The total estimated cost for the three (3) year contract term is $12,720,000. The cost of Kymriah for ALL patients is $475,000 per therapy, and the cost for DLBCL patients is $373,000 per therapy. UMMC has calculated the total cost based upon a projection of thirty (30) patients over the three (3) year term, fifteen (15) of each type.

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

**Contractor Selection Process:** Kymriah is the only CAR-T therapy that treats both patients under 25 years of age with relapsed or refractory ALL and adult patients with relapsed or refractory DLBCL.
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 Novartis Pharmaceuticals Corporation for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

18. UMMC-REQUEST TO ENTER INTO THE SECOND AMENDMENT TO MASTER SERVICES AGREEMENT WITH OCLC, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into the Second Amendment to the Master Services Agreement with OCLC, Inc. (OCLC) to add two (2) additional years to the current agreement for library services platform, including software, implementation, training, and support. The library platform provides a comprehensive system for cataloging materials, acquisition of items, serials, and financial management, such as budget and expense tracking and purchase order creation.

Contractor’s Legal Name: OCLC, Inc.

History of Contract: In May 2017, UMMC conducted Request for Proposal (RFP) 1241 for Library Discovery & Services Platform. OCLC was selected based on pricing and its response to the specifications indicating an ability to meet or exceed the requirements for the requested platform. In January 2018, UMMC entered into a Master Services Agreement with OCLC to provide a library services platform, including software, implementation, training, and support. At the time of the Master Services Agreement, the applicable Pricing Schedule was for a term of three (3) years and a cost less than $250,000, which did not require Board approval. As the cost of the amendment will cause the total contract cost to exceed $250,000, UMMC hereby submits the agreement for Board approval.

Specific Type of Contract: This is the Second Amendment to the Master Services Agreement.

Purpose: The purpose of the Second Amendment is to extend the term of the Master Services Agreement to allow UMMC continuous use of the library services platform for two (2) additional years. The purpose of the agreement is to provide a comprehensive system for cataloging materials, acquisition of items, serials, and financial management, such as budget and expense tracking and purchase order creation.

Scope of Work: Under the agreement, OCLC will:
- Provide a cloud based library management and discovery application;
- Provide services to include and uptime commitment of 99.5%;
Monitor and maintain the system in working order each day, 24 hours per day 7 days per week;

Provide training, consulting, implementation, and data migration services;

Operate, monitor and administer all servers, application and networks supporting the OCLC services; and

Install new equipment, software, releases, upgrades, fixes, patches and other items necessary to maintain the system to industry standards.

UMMC will:

- Not use, and not allow third parties including users to use, the system in an unauthorized manner; and
- Exercise all commercially reasonable efforts to prevent unauthorized use of the system.

**Term of Contract:** The term of the amended agreement is five (5) years, from January 18, 2018, through January 17, 2023. The amendment extends the term from the original pricing schedule of three (3) years to a total of five (5) years.

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

- Master Services Agreement and any Schedule:
  - By either party, effective at the end of the initial subscription period or any renewal period, by providing the other party with at least 30 days prior written notice of its desire to not renew a Product or Service;
  - By either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, is subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise;
  - By the non-breaching party if a party commits a material breach of its obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the non-breaching party; and
  - By UMMC based upon the availability of funding.

- Schedule 1:
  - In the event UMMC’s library system is or becomes incompatible with or unsupported by the service at any time during the term of this Agreement OCLC may if requested by UMMC make reasonable efforts to resolve the issue at OCLC’s then current rates. If such efforts are unsuccessful OCLC or UMMC may terminate this schedule upon written notice to the other party.

- Schedule 7:
  - If UMMC uses any bandwidth, storage or other services in excess, OCLC may, in its sole discretion, assess UMMC with additional charges, suspend the performance of the hosted services, or terminate this schedule.
Contract Amount: The total cost of the amended agreement is $337,207.00 over the five (5) year term. The cost of the original agreement was $215,335; the amendment will add an additional $121,872 to the agreement cost.

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

Contractor Selection Process: In February 2017, the MS Department for Information Technology Services (ITS) approved UMMC’s request to perform a Request for Proposal (RFP) for a Library Discovery & Services Platform. In May 2017, UMMC publicly advertised RFP 1241 for Library Discovery & Services Platform. OCLC was chosen based on pricing provided and its response to the specifications indicating an ability to meet or exceed the requirements for the requested platform.

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

19. UMMC- REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH PROVENANCE STAFFING, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement with Provenance Staffing, LLC (Provenance) to provide care coordination services for all of UMMC’s hospital and related facilities, as well as specifically for the University Hospital. Provenance will work with UMMC’s team to identify and execute improvement strategies for care coordination at UMMC.

Contractor’s Legal Name: Provenance Staffing, LLC

History of Contract: This is a new agreement for care coordination services. UMMC has not previously contracted with a vendor for these services.

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

Purpose: The purpose of the agreement is to provide care coordination services for all of UMMC’s hospital and related facilities, as well as specifically for the University Hospital. Provenance will identify and execute improvement strategies for care coordination at UMMC. Provenance 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 care coordination functions; assist in implementing recommended changes; advise on organization structure, policies, and procedures; and guide the selection of vendor partners.

Scope of Work: Under the agreement, Provenance will:
- oversee the Health System’s strategic, fiscal and operational planning related to length of stay, patient placement, capacity management and utilization review;
- provide leadership and direction to employees within applicable areas;
- focus on census management, patient care outcomes and key care indicators;
- ensure contractual relationships with transferring facilities are in place to make sure there is a robust back-transfer process in place for patients after treatment plan at UMMC is completed;
- develop relationships and contracts with long term acute care facilities and nursing/rehabilitation facilities in order to establish appropriate transitions of care;
- build relationships with insurance companies, self-insured employers, case management firms, and other health care networks;
- work with UMMC’s Department of Revenue Cycle to address denials and identify processes to optimize reimbursement;
- work closely with Health System administration, nursing, and medical staff leadership to identify and develop best practices; and
- assist in identifying a future leader for the Department of Care Coordination;
- assist in decreasing the number of admissions in inpatient status and observation status that do not meet criteria;
- oversee day to day implementation of the Adult Hospital’s strategic, fiscal and operational priorities;
- provide leadership and direction to employees within the Adult Hospital’s care coordination team;
- work closely with the Adult Hospital administration, nursing, and medical staff leadership to ensure implementation of best practices;
- contribute to the development of strategic plan metrics to support progress and plans to achieve goals of the Adult Hospital Care Coordination Department;
- coordinate and communicate effectively with members of the Adult Hospital administration, medical staff and interdisciplinary patient care teams regarding service delivery, financial management, and discharge planning processes;
- provide training and direction to support case managers so that they can effectively complete assigned responsibilities, manage caseloads, and interpret regulations, policies, operational procedures, and objectives;
- review operations in the Adult hospital and other areas designated by UMMC’s Chief Nursing Executive to ensure a high level of quality that is consistent with organizational standards;
- participate in daily multidisciplinary rounds, length of stay committees, utilization review meetings and rounds;
• participate in utilization review activities, perform case management analysis, and oversee concurrent review functions with appropriate follow-up action plan and intervention; and
• identify opportunities for improvement within the clinical and quality departments of UMMC.

Term of Contract: The term of the agreement is two (2) years, beginning July 1, 2019, and ending June 30, 2021.

Termination Options: Termination options include the following:
• by agreement of the parties;
• by UMMC upon thirty (30) days’ written notice with or without cause;
• if Provenance refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, and fails to cure the breach within ten (10) days of receiving written notice from UMMC;
• immediately upon Provenance’s breach of any of the following ongoing representations and warranties that Provenance, its officers, directors and employees:
  o are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  o have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
  o are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
  o are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Provenance being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  o if Provenance is to receive any patients' personal health information, Provenance represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.
• in the event of a reduction in funds;
• in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days; and
• in the event Provenance improperly uses or discloses protected health information.

Contract Amount: The total estimated cost of the agreement over two (2) years is $1,872,000. The monthly fee of $78,000 is inclusive of professional fees and travel expenses.
Funding Source for Contract: The agreement will be funded by hospital patient revenue.

Contractor Selection Process: Provenance has previously provided UMMC with quality resources with a variety of skill sets and broad spectrum of hospital operations knowledge. Provenance has proven expertise in care coordination, hospital administration leadership, and change management.

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

20. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A USER LICENSE AGREEMENT AND EDUCATION SERVICES TERMS WITH QLIKTECH, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a User License Agreement and Education Services Terms (collectively, the Agreement) with QlikTech, Inc. (Qlik) for the purchase of its business intelligence platform and various analytical software licenses, maintenance, and support. The software is an associative in-memory business intelligence platform that is integrated into Epic. The software is used to build data analysis applications based on end user criteria and identified data sources throughout the organization.

Contractor’s Legal Name: QlikTech, Inc.

History of Contract: On June 16, 2016, the Board approved an agreement with Qlik for the purchase of various Qlik software license, information technology hardware, maintenance and support of same, along with training and consulting services. The term of the agreement was three (3) years, expiring June 30, 2019. The total approved cost was $1,870,251.34. The proposed agreement will continue to utilize the same items as previously purchased, as well as add the licenses/subscriptions for Qlik’s Continuous Classroom for training resources and Qlik’s Datamarket products.

Specific Type of Contract: This is a new User License Agreement and Education Services Terms.

Purpose: The purpose of the User License Agreement is to enable UMMC employees to leverage data to drive innovative decisions that improve health sciences, research, education, and business administration. This software is used to build data analysis applications based on end user criteria and identified data sources for the divisions
throughout the organization. By utilizing in-memory processing, columnar data stores and on-demand aggregations, UMMC can create applications which quickly provide the business user with timely information to aid discovery and generate needed insight. Additionally, the indexing engines allow Qlik to work on large sets of disparate data sets/data marts without the need to create a unifying data warehouse. The purpose of the Education Services Terms is to provide access to Qlik’s Continuous Classroom for its training courses.

**Scope of Work:** Under the User License Agreement, through its authorized reseller Insight Direct USA, Qlik will provide UMMC an enterprise license for Qlik SENSE, maintenance and support on Qlik software previously purchased in 2014 and 2016, and subscription to Qlik’s Datamarket product. Under the Education Services Terms, Qlik will provide a subscription to its Qlik’s Continuous Classroom for its training courses.

**Term of Contract:** The Agreement is for a term of three (3) years, from June 20, 2019, through June 19, 2022.

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

- By Qlik in the event that software is non-conforming and Qlik elects to refund the applicable fee paid for the non-conforming software;
- By Qlik if the software becomes or is likely to become subject of an IP claim and a suitable replacement is not found;
- By either party upon thirty (30) days’ prior written notice for consulting services;
- By UMMC for the entire agreement upon thirty (30) days’ prior written notice;
- By either party if the other party fails to cure a material breach within thirty (30) days (ten (10) days in the case of non-payment by UMMC) after written notice of such breach;
- By Qlik immediately if UMMC breaches the license use restrictions;
- If either party terminates or suspends its business without a successor;
- If either party becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority;
- If either party becomes subject to any bankruptcy or insolvency proceeding;
- The Education Services may be terminated by Qlik if UMMC allows or permits another person or entity to access the Continuous Classroom other than allowed under the agreement;
- The Education Services may be terminated by UMMC for convenience at any time by uninstalling, destroying or returning to Qlik all copies of the Training Services, Training Courses or Course Materials in Customer’s possession or within its control; and
- Qlik may terminate the Subscription Services upon written notice, if and only to the extent reasonably necessary to comply with any third-party restrictions.
Contract Amount: The total cost of the Agreement over the three (3) year term is $1,083,040.54.

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

Contractor Selection Process: Qlik provided pricing for the Agreement through its authorized reseller Insight Direct USA, who is an approved vendor contracted with Vizient, one of UMMC’s group purchasing organizations (GPO) pursuant to Miss. Code Ann. § 31-7-13(m)(x).

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and QlikTech, Inc. for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

21. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH SELLERS DORSEY & ASSOCIATES, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement with Sellers Dorsey & Associates, LLC (Sellers Dorsey) to design an alternative managed care payment program for children with medically complex conditions. This model will reduce costs of serving the population of children with complex care needs, improve care coordination, and result in improved outcomes for the children served.

Contractor’s Legal Name: Sellers Dorsey & Associates, LLC

History of Contract: This is a new contract with Sellers Dorsey for these services. UMMC previously contracted with a different vendor on the preliminary stages of the alternative managed care payment program for children with medically complex conditions. The previous preliminary work included: creation of a map containing the location, disease states and cost of care of Medically Complex Children across the state; assistance with the definition of the population of medically complex children in the state; facilitation of meetings with the managed care organizations (MCO) in the state to help develop guidelines for future contracts; sharing of best practices on how to properly manage risk in contracting with MCOs; and the provision of a framework for the governance for the pilot and made recommendations on the pilot timeline.

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

Purpose: The purpose of the agreement is to design an alternative managed care payment program for children with medically complex conditions. This model will reduce costs of
serving the population of children with complex care needs, improve care coordination, and result in improved outcomes for the children served.

**Scope of Work:** Under this agreement, Sellers Dorsey will:

- research and analyze UMMC’s current program attributes, successes, and team expertise, and research how other national models serving children with complex medical needs define their population;
- review available data of children with complex needs in the broader Mississippi Medicaid population and served within the UMMC Complex Care Clinic to inform the target population;
- develop the care management model, considering a multitude of factors including selection of evidence-based interventions and related goals, performance metrics to assess the pilot’s effectiveness, mapping of the clinical workflow, and associated costs for the target population;
- evaluate best practice interventions using a systematic process to identify which should be incorporated into the model;
- identify any recommendations for additional infrastructure required by UMMC or any other certifications or accreditations needed for the pilot’s success, along with the related cost of obtaining such infrastructure or certifications; and
- create a comprehensive implementation plan.

**Term of Contract:** The term of the Agreement is nine (9) months, from July 1, 2019, through March 31, 2020.

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

- by agreement of the parties;
- upon thirty (30) days’ written notice by either party with or without cause;
- if Sellers Dorsey refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, and fails to cure the breach within ten (10) days of receiving written notice from UMMC;
- immediately upon Sellers Dorsey’s breach of any of the following ongoing representations and warranties that Sellers Dorsey, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
  - are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Sellers Dorsey being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and

- if Sellers Dorsey is to receive any patients' personal health information, Sellers Dorsey represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.
  - in the event of a reduction in or no funds available;
  - in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days; and
  - in the event Sellers Dorsey improperly uses or discloses protected health information.

**Contract Amount:** The total estimated cost of the agreement over the nine (9) month term is $261,750.00, including labor and travel expenses, as well as actuarial services.

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

**Contractor Selection Process:** In April 2019, UMMC conducted Request for Proposal (RFP) No. 8017 for Design of Alternative Managed Care Payment Program. Three (3) bidders submitted proposals, including Sellers Dorsey, Whitecap Health Advisors, and Navigant. Proposals were evaluated based upon cost and quality so that the lowest and best proposal would be selected. The following reflects the scoring for the proposals. The overall score indicated below is based upon criteria including cost as well as other factors.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Cost</th>
<th>Overall Score Out of 100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sellers Dorsey</td>
<td>$261,750</td>
<td>92</td>
</tr>
<tr>
<td>Whitecap Health Advisors</td>
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<tr>
<td>Navigant</td>
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**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 Sellers Dorsey & Associates, LLC for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.
22. **UMMC – REQUEST APPROVAL TO ENTER SERVICES AGREEMENT WITH TRACTMANAGER INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Services Agreement with TractManager, Inc. (TractManager) for the MediTract 2.0 Contract Lifecycle Management System for the approval routing and ongoing management of all UMMC contracts. UMMC also requests approval to amend the agreement as needed, such as additional implementation services, training needs, or facilities, during the term of the agreement, so long as adequate funding is remaining. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC also requests a waiver to allow prepayment for fifty percent (50%) of the total implementation, training, and administrator support fees upon execution of the agreement.

**Contractor’s Legal Name:** TractManager, Inc.

**History of Contract:** This is a new contract with TractManager for a contract management software. UMMC previously contracted with Infor (US), Inc. for a contract management software as part of the Lawson enterprise resource planning (ERP) system. UMMC is currently in the process of replacing Lawson with an ERP system from Workday, Inc. While the Workday ERP provides for the management of expenditure contracts, it does not include the functionality for review and approval routing or management of no-cost agreements, such as affiliation agreements, memoranda of understanding, business associate agreements, etc. As approved by the Mississippi Department of Information Technology Services (ITS), in February 2019, UMMC conducted Request for Proposal No. 1262 for Contract Management Software. UMMC selected TractManager as the awarded bidder based on cost and non-cost criteria.

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

**Purpose:** The purpose of the agreement is to provide the MediTract 2.0 Contract Lifecycle Management System for the approval routing and ongoing management of all UMMC contracts.

**Scope of Work:** Under the agreement, TractManager will provide:
- the MediTract 2.0 Contract Lifecycle Management System as a hosted solution;
- a monthly minimum service level agreement, including 99.5% uptime/system availability and less than five (5) second software response time;
- implementation services and any equipment needed for implementation and conversion of existing UMMC contract database;
- all updates, enhancements, or modifications to the software;
- corrective maintenance to the software;
- dedicated system administration support for the first six (6) months following go-live;
• telephone support during the term of the agreement; and
• subsequent training and implementation services on an as-needed basis.

**Term of Contract:** The term of the agreement is five (5) years, from June 30, 2019, through June 29, 2024.

**Termination Options:** Termination options include the following:
• immediately by either party in the event the other party has materially breached the agreement and fails to cure the material breach within ninety (90) days (or forty-five (45) days for payment breaches) of receiving written notice;
• immediately by either party upon written notice if its legal counsel provides written opinion that the continuation of the services would be in violation of applicable law;
• immediately by either party upon written notice if the other party becomes insolvent or initiates bankruptcy proceedings;
• after three (3) years from the go-live of the software, by UMMC upon sixty (60) days’ written notice;
• in the event of a reduction in funds;
• by TractManager in the event the software does not operate substantially in conformance with the performance functionality in the agreement, and TractManager is unable to correct the deficiency and refunds unearned service fees to UMMC; and
• immediately by UMMC in the event TractManager breaches its warranties and representations regarding debarment and exclusion from federal or state healthcare programs.

**Contract Amount** The total estimated cost of the agreement over the five (5) year term is $1,096,085, including monthly service fees, implementation services, customized training, system administrator support services, and travel expenses. Beginning in the second year following go-live, the monthly service fees will increase by the lesser of three percent (3%) or the Consumer Price Index for All Urban Consumers (CPI-U). UMMC has also included potential costs for additional implementation services, training needs, and facilities during the term of the agreement.

**Funding Source for Contract:** The agreement will be funded by general funds.

**Contractor Selection Process:** In February 2019, UMMC conducted Request for Proposal (RFP) No. 1262 for Contract Management Software. Five (5) bidders submitted proposals, including TractManager, CobbleStone Systems Corp., Highland Software, Inc., Icertis, Inc., and Premier, Inc. The proposal from Premier, Inc. was nonresponsive to mandatory specifications and was disqualified accordingly. The responsive proposals were evaluated based upon cost and quality so that the lowest and best proposal would be selected. The following reflects the scoring for the proposals. The overall score indicated below is based upon criteria including cost as well as other factors.
Bidder | Cost | Overall Score Out of 100
--- | --- | ---
TractManager | $901,084.93 | 75.58
Hyland Software, Inc. | $1,364,270.00 | 61.01
Icertis, Inc. | $2,073,100.00 | 58.97
CobbleStone Systems Corp. | $1,465,245.39 | 56.63

* The difference between the cost of the RFP proposal and the cost requested herein is to allow for travel and expenses, as well as potential additional implementation services, training needs, and facilities. The RFP costs reflected above are the comparable base cost proposals received from all bidders.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between University Mississippi Medical Center and TractManager Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

23. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AMENDMENT II TO AGREEMENT WITH VRC COMPANIES, LLC d/b/a VITAL RECORDS CONTROL OF MISSISSIPPI

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment II to its agreement with VRC Companies, LLC d/b/a Vital Records Control of Mississippi, LLC (VRC) to amend Exhibit A and extend the term of the agreement. Under the agreement, VRC provides off-site storage and retrieval services for all UMMC areas, with the exception of Health Information Management (HIM). Amending Exhibit A will allow UMMC to adjust the pricing of storage in order to achieve cost savings in reduction of storage utilized.

Contractor’s Legal Name: VRC Companies, LLC d/b/a Vital Records Control of Mississippi, LLC

History of Contract: On June 18, 2015, the Board approved the agreement with Vital Records Control of Mississippi, LLC (VRC) for a five (5) year term. Exhibit A to the agreement specifies the amount of storage space and services that are included in a flat monthly rate. In exchange for an extended term, VRC has agreed to reduce UMMC’s monthly fee if UMMC removes records, boxes, pathology slides, etc. and lowers its utilized space.
Specific Type of Contract: This is Amendment II to the Service/Lease Agreement.

Purpose: The purpose of the agreement is to provide off-site storage of UMMC’s records, media, and pathology slides. VRC’s services also include indexing and archiving of records, retrieval services, transportation of items to and from UMMC, and expedited request process. The purpose of the amendment is to extend the term of the agreement and adjust the pricing of storage in order to achieve cost savings in reduction of storage utilized.

Scope of Work: Under the agreement, VRC provides:

- off-site storage of records and media;
- special climate-controlled off-site storage of pathology slides;
- pick-up and delivery of items to and from UMMC;
- retrieval and delivery of archived records;
- priority deliveries for expedited requests;
- provision of supplies for indexing and archiving of records;
- box repacking for records;
- indexing and re-indexing of items;
- scanning/faxing records on demand; and
- scanning records for electronic archiving on request.

Term of Contract: The total term of the amended agreement is seven (7) years, effective July 1, 2015, through June 30, 2022. The original term of the agreement was five (5) years. The Amendment II will extend the term an additional two (2) years.

Termination Options: Termination options include the following:

- by either party at the expiration of the initial term or any successive term;
- by either party at any time upon a thirty (30) day written notice;
- in the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC;
- upon 30 days’ written notice in the event a change in law results in adverse consequences and the parties cannot agree upon renegotiated terms;
- failure by VRC to comply with the federal E-Verify Program; and
- in the event VRC improperly uses or discloses protected health information in breach of the agreement.

Contract Amount: The total estimated cost of the amended agreement is $1,884,553.36 over the seven (7) year term. The original approved cost for the five (5) year agreement was $1,519,070.98. UMMC anticipates the cost of the additional two (2) year extension will not exceed $365,482.38.

Funding Source of Contract: The Agreement will be funded by general funds.
Contractor Selection Process: UMMC is currently contracted with VRC for storage and retrieval services.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and VRC Companies, LLC d/b/a Vital Records Control of Mississippi, LLC for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

24. UMMC – REQUEST APPROVAL TO ENTER INTO AMENDMENT ONE TO THE MASTER LICENSE AGREEMENT WITH VELOS, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment One (1) to the Master License Agreement with Velos LLC (Velos) to affect a name change to the company, add insurance provisions required of Velos, modify the license from on-premise to a hosted solution, add professional services to integrate the clinical trial portion into Epic, and add the eCompliance and CDM-R modules to our current license. Velos provides is a clinical research/trials management software system that provides comprehensive functionality for study administration, subject and financial management, data capture, and reporting within one centralized system, with a robust architecture that facilitates interoperability externally. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to allow prepayment for fifty percent (50%) of the total professional fees upon execution of the amendment.

Contractor’s Legal Name: Velos, LLC

History of Contract: On May 17, 2018, the Board the Master License Agreement (Agreement) with Velos, Inc. for an enterprise license for a clinical research/trials management software system, professional services, and annual maintenance and support. The term of the agreement is five (5) years, from June 1, 2018, through May 31, 2023, with a total approved cost of $523,294.38. On December 11, 2018, Velos, Inc. entered into an Asset Purchase Agreement with an affiliate of WIRB-Copernicus Group, Inc. (“WCG”) pursuant to which WCG purchased certain assets that are used in the Velos eResearch business, including the Agreement. Through execution of this Amendment, the Parties desire to reflect Customer’s consent to Velos’ assignment of the Agreement to Velos, LLC, an affiliate of WCG.

Specific Type of Contract: This is Amendment One to the Master License Agreement.
Purpose: The purpose of the amendment is to affect a name change to the company, add insurance provisions required of Velos, modify the license from on-premise to a hosted solution, add professional services to integrate the clinical trial portion into Epic, and add the eCompliance and CDM-R modules to our current license. eCompliance is the module that will allow for management of Institutional Review Boards (IRBs), which are charged with the oversight of human subjects research trial within the Velos clinical trials management system. eCompliance will also allow UMMC to integrate the clinical trials management system with Epic. This integration is crucial to avoid duplication of efforts and records with human trials, as well as streamline the billing and financial collections for those trials. CDM-R is a charge description master and allows for versioning of the current CDM in lieu of re-uploading an estimated 20,000 charges annually or as prices change. It provides continuous monitoring of changes to the CDM reducing compliance risk, raising data integrity, and maximizing revenue.

Scope of Work: Under the amendment, Velos will provide:
- A limited, non-transferrable and non-exclusive enterprise license to use the system, including eCompliance and CDM-R modules;
- Ongoing support of the software; and
- Professional services to create the Epic interface and implement the additional modules.

UMMC will:
- Grant appropriate access to facilities and systems, storage space, and working space in order for Velos to fulfill its obligations; and
- Provide the necessary equipment, hardware, software, and connections.

Term of Contract: The total term of the agreement remains unchanged at five (5) years, from June 1, 2018, through May 31, 2023. Amendment One (1) is effective July 1, 2019 and ends coterminous with the agreement on May 31, 2023.

Termination Options: The Master License Agreement may be terminated as follows:
- By UMMC without cause after one (1) year by providing sixty (60) days’ prior written notice to Velos;
- By either party if the other party materially breaches any of the terms and conditions of the Agreement and such breach has not been cured within thirty (30) days after written notice to the other party;
- By either party for a force majeure event resulting in at least thirty (30) days of nonperformance;
- For failure of Velos to comply with the federal E-Verify Program; and
- By UMMC upon written notice to Velos of a material breach of the Business Associate Agreement or violation of the Health Insurance Portability and Accountability Act (HIPAA) regulations that remains uncured following ten (10) days written notice, or immediately if cure is not possible, in the event Velos improperly uses or discloses protected health information.
The Professional Services Agreement, listed as Schedule C in the Master License Agreement, may be terminated as follows:

- Upon termination of the Master License Agreement; and
- By either party in the event the other party materially fails to comply with any of the terms and conditions of the Professional Services Agreement and such default has not been cured within thirty (30) days after written notice to the other party.

**Contract Amount** The total cost of the amended agreement is $1,144,635.79. The original agreement cost was $523,294.38. The estimated cost of Amendment One (1) is $621,341.41.

**Funding Source for Contract:** The Agreement will be funded by general funds and development funds.

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

**Staff Recommendation:** Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between University Mississippi Medical Center and Velos LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

25. **UMMC - REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH WILLOW ANESTHESIA SERVICES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Comprehensive Anesthesia Services Agreement (Agreement) with Willow Anesthesia Services, LLC (Willow) to provide full anesthesia coverage for UMMC Grenada. Willow will be responsible for providing Certified Registered Nurse Anesthetists (CRNA) and physician coverage, as needed, as well as a physician to serve as medical director.

**Contractor’s Legal Name:** Willow Anesthesia Services, LLC

**History of Contract:** Historically this service line has been managed locally, with UMMC Grenada providing CRNA coverage and one (1) local independent anesthesiologist providing physician support. In recent years, the anesthesiology department at UMMC Grenada has had difficulty maintaining appropriate staffing levels.
as some staff have retired, and it has proven difficult to recruit the necessary skill set to the Grenada area. Outsourcing the management and provision of providers will provide the necessary stability, availability, and scalability required to operate the anesthesia service efficiently for the UMMC Grenada surgeon base and allow for volume growth as new providers are recruited.

UMMC has previously contracted with Willow to provide CRNA staff augmentation for UMMC’s anesthesia department on an as-needed basis. The total cost of the agreement was less than $250,000, which did not require Board approval.

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

Purpose: The purpose of this Agreement is to provide full anesthesia coverage for UMMC Grenada. Willow will be responsible for providing Certified Registered Nurse Anesthetists (CRNA) and physician coverage, as needed, as well as a physician to serve as medical director.

Scope of Work: Under this Agreement, Willow will:

- supply suitable, qualified, and licensed employees for the anesthesia department at UMMC Grenada during the hours of 7:00 am until 3:00 pm Monday through Friday;
- provide one staff member to be on call at all times;
- provide a physician to act as the medical director for UMMC Grenada’s anesthesia department, who shall submit weekly time records to UMMC Grenada to document the services provided and the amount of time devoted to the director services;
- meet annually with UMMC to agree upon quality metrics for the year;
- meet with UMMC review the quality metrics and agree on adjustments for the following year;
- assist UMMC in performing quality reviews;
- monitor utilization of ancillary tests, admissions procedures, wait times for the department on a monthly basis;
- require its personnel to support quality improvement plans developed by UMMC for departmental improvement;
- guarantee projected billing collections; and
- reconcile amount of collections actual received against the projected amount each year.

Under this Agreement, UMMC will:

- notify patients that Willow personnel are not UMMC employees;
allow Willow to train Student Registered Nurse Anesthetists, who are not UMMC students;
- reimburse Willow for agreed upon relocation expenses paid to recruit and retain personnel;
- provide appropriate staffing levels at UMMC Grenada necessary to support the anesthesia department;
- provide Willow with information required to accurately and timely bill for its professional services; and
- provide the support services and supplies necessary for the operation of the anesthesia department.

**Term of Contract:** The term of the Agreement is five (5) years, from July 1, 2019, through June 30, 2024.

**Termination Options:** Termination options include the following:
- by either party, immediately upon written notice, for cause;
- by either party upon one hundred eighty (180) days’ notice, after the first twenty-four (24) months;
- in the event of a reduction of funds; and
- in the event Willow improperly uses or discloses protected health information.

**Contract Amount:** The total estimated cost of the Agreement over the five (5) years is $6,007,799. Fees are variable based upon the services provided by various providers.

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

**Contractor Selection Process:** UMMC considered three (3) proposals for outsourced management and staffing of the anesthesia department at UMMC Grenada. The net result of Willow’s proposal generates the greatest positive impact on bottom line performance of this service line at UMMC Grenada. Additionally, Willow also provides coverage to multiple other facilities in surrounding markets including Oxford, Batesville, Greenwood, and Amory. UMMC has received nothing but positive feedback from these locations on the service provided by Willow, as well as from multiple physicians recently recruited to UMMC Grenada who have worked with Willow’s staff in other facilities.

**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 Willow Anesthesia Services, LLC for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.
26. **UMMC-REQUEST FOR APPROVAL OF BUDGET ESCALATION**

The University of Mississippi Medical Center (UMMC) requests permission to escalate its **Auxiliary Enterprises Budget** for FY 2019.

The escalation is requested to appropriately categorize expenditures for FY 2019, to provide additional spending authority based on projections, and to allow for the internal transfer of fund balances.

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<thead>
<tr>
<th>Category</th>
<th>Original FY 2019 Operating Budget</th>
<th>Revision/Escalation</th>
<th>Revised FY 2019 Operating Budget</th>
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<td>Contractual Services</td>
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<td>Commodities</td>
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<td>-</td>
<td>-</td>
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<td>Capital Outlay: Equipment</td>
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<tr>
<td>Mandatory Transfers</td>
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<td>Non-Mandatory Transfers</td>
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<td>Increase in Fund Balance</td>
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<td>Total</td>
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<td>$7,364,190</td>
<td>$11,415,614</td>
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**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.

27. **USM-REQUEST FOR APPROVAL OF A LEASE AGREEMENT WITH NEWWAVE TELECOM AND TECHNOLOGIES, INC.**

**Agenda Item Request:** The University of Southern Mississippi (USM) is requesting Board approval of a lease agreement between USM and NewWave Telecom and Technologies, Inc., a Maryland corporation (Company) registered in the State of Mississippi. Company wishes to lease approximately 1,180 square feet of office space at USM’s Accelerator for annual rent in the amount of $(29,500.00). Company is interested in pursuing development and commercialization of advance information technology and wishes to locate in USM’s Accelerator. The initial lease term is for one year and may be renewed for up to four consecutive one (1) year terms. The rent during the initial term and renewal terms shall be $(29,500.00) per year.
Contractor’s Legal Name: NewWave Telecom and Technologies, Inc.

History of Contract: This is a new lease contract.

Specific Type of Contract: Lease Agreement

Purpose: The purpose is to provide income for USM and to lease space in USM’s Accelerator building to compatible businesses with USM’s other tenants.

Scope of Work: USM will provide Company office space of approximately 1,180 square feet. Company will pay annual rent in the amount of $(29,500.00) for the initial term and any renewals.

Term of Contract: One year with four one-year renewal terms.

Termination Options: Either party may terminate upon sixty days notice prior to the expiration of the initial term or any renewal term. USM and Company have a right to terminate the lease upon damage rendering the leased premises untenable; breach of compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008); or, an event of default by either party.

Contract Amount: $(29,500.00) annual rent to USM for the initial term and renewals, if any. Total rent for the initial terms and renewals is $(147,500.00).

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

Contractor Selection Process: N/A

Cost Benefit Analysis: N/A

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than $100,000. Legal Staff has reviewed the proposed Agreement between the University of Southern Mississippi and NewWave Telecom 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 INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS

BUREAU OF BUILDING PROJECTS ...................................................

1. ASU – GS 101-320 – Campus-Wide ADA Improvements

   **Project Request:** Alcorn State University requests approval to initiate a project, Campus-Wide ADA Improvements.

   **Proposed Project Professional:** TBD through RFQ Method

   **Selection Method:** The project budget is anticipated to exceed $3M therefore the university is required to use the RFQ method for the selection of the design professional.

   **Purpose:** Alcorn State University is seeking to initiate the project and begin the RFQ process for the selection of the design professional as required by Board Policy. ASU will seek approval of the design professional at a future Board meeting.

   **Project Scope:** This project will provide ADA improvements across the campus to include but not limited to curb cuts, street crossings, sidewalk repairs, wayfinding and signage, and other ADA related improvements.

   Alcorn State University is seeking to initiate the project 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:** June 20, 2019
Date of Original Construction: N/A

Date of Last Renovation: N/A

Proposed Project Budget:

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<th>Item</th>
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<tr>
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</table>

Total Project Budget $4,120,000.00

Proposed Funding Source(s): SB 3065, Laws of 2019 ($4,120,000)

Staff Recommendation: Board staff recommends approval of this item.

IHL PROJECTS ...............................................................

2. UM – IHL 207-454 – Data Center Facility Renovation

Project Request: The University of Mississippi requests approval to initiate a project, Data Center Facility Renovation.

Proposed Project Professional: TBD through RFQ Method

Selection Method: The project budget is anticipated to exceed $3M therefore the university is 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 begin the RFQ process for the selection of the design professional as required by Board Policy. UM will seek approval of the design professional at a future Board meeting.

The building operates as a comprehensive data center, serving as the core central nervous system of the entire campus. No substantial work has occurred on this building since 1991. In 2010, a building evaluation was conducted by an architect and an electrical/data systems engineer. The building envelope was found to be in significant need of repair; it was deemed too fragile to protect such valuable equipment and information. Due to the complexity of the in-ground infrastructure,
we have been advised to renovate the building in its current location. The exact size of the building, the scope of work, and location is not known at this time.

**Project Scope:** The Data Center facility currently houses the University's main computer systems and data (SAP, Blackboard, and all e-mails), as well as some student data for UMMC. The building will be completely renovated and upgraded, and a small addition will be added for offices. The work will take place around the existing equipment. However, more details will be determined after the design professional is selected.

The University of Mississippi is seeking to initiate the project 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:** June 20, 2019

**Date of Original Construction:** 1948

**Date of Last Renovation:** 1991

**Proposed Project Budget:**

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<th>Description</th>
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</tr>
<tr>
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</tr>
</tbody>
</table>

**Total Project Budget** $1,000,000.00

**Proposed Funding Source(s):** SB 3065, Laws of 2019 ($1,000,000)

*Staff Recommendation: Board staff recommends approval of this item.*
3. **UM – IHL 207-455 – Jackson Avenue Center Reroof & Exterior Coating**

**Project Request:** The University of Mississippi requests approval to initiate a project, Jackson Avenue Center Reroof & Exterior Coating project, and to appoint Shafer Zahner Zahner, PLLC as the design professional.

**Proposed Project Professional:** Shafer Zahner Zahner, PLLC

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

**Purpose:** The University of Mississippi is seeking to initiate the project and begin the design process of the project.

**Project Scope:** The 98,010 S.F. Jackson Avenue Center was originally constructed in 1982. The University of Mississippi replaced the roof in 2008. Due to many renovations and numerous roof penetrations over the last 11 years, the roof has many breaches and excessive patches. The University of Mississippi is experiencing water infiltration that is damaging newly renovated spaces. This project will remove the existing 11-year-old, 2-ply roof and replace it with a new 2-ply modified, twenty-year (20) roof system. This will provide a new roof system and protect the newly renovated spaces within the building. The scope of work will also include recoating the exterior wall of the building. The existing exterior wall is only 1-wythe of 12” CMU. The system relies on an elastomeric coating to maintain a water tight envelope. The walls were last recoated in 2011; however, this should be done every 3-5 years. This project will recoat the walls for a second time over the last 8 years.

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

**Project Initiation Date:** June 20, 2019

**Date of Original Construction:** 1982

**Date of Last Renovation:** 2018
Proposed Project Budget:

- **Construction Cost:** $1,600,302.00
- **Architectural and Engineering Fees:** $108,334.00
- **Misc. Project Costs:** $13,750.00
- **Furniture & Equipment Costs:** $0.00
- **Contingency:** $257,614.00

**Total Project Budget:** $1,980,000.00

Proposed Funding Source(s): Capital Appropriations ($1,980,000)

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

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

**BUREAU OF BUILDING PROJECTS .................................................................**

4. **ASU – GS 101-297 – Technology Classroom Building**

**Project Request:** Alcorn State University requests approval to increase the budget for the Technology Classroom Building project. The budget will increase from $21,000,000.00 to $23,200,000.00, for an increase of $2,200,000.00. In addition, ASU requests to add SB 3065, Laws of 2019 as a funding source to allow for the $2,200,000 increase to the project.

**Current Project Phase:** Construction Phase

**Design Professional:** Allred-Stolarski Architects

**General Contractor:** Flagstar Construction

**Prior Budget Increases:** The project was initiated with the Board in June of 2013 with a pre-plan project budget of $400,000.00. The project budget has increased two (2) prior times due to the addition of HB 717 L’14 Bond Funds ($9,000,000) and SB 2906, L’15 Bond Funds ($7,100,000) in January of 2016 and the addition of HB 1649, L’18 ($4,500,000) in May of 2018 for a total project budget of $21,000,000. This is the third budget escalation request made for this project by the university.

**Purpose/Justification:** Before the allocation of HB 1649 funding from the 2018 Legislative Session, the project was bid twice and came in substantially over budget.
on each bid, thus necessitating the need to increase the project budget to accomplish the project objectives. This request from SB 3065, L’19 will provide the necessary funding to provide the technology networking, furnishings, and equipment for the building. Alcorn State University is seeking to increase to budget to reflect the actual project costs now that state bond funding is available for the project.

**Project Scope:** The new Technology Classroom Building will consist of a 38,565 GSF structure with faculty offices, classrooms, student lounge areas, computer labs, conference rooms, and auditorium.

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

**Project Initiation Date:** June 20, 2013

**Proposed Project Budget:**

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**Proposed Funding Source(s):** SB 3065, Laws of 2019 ($2,200,000); HB 1649, Laws of 2018 ($4,500,000); SB 2906, Laws of 2015 ($7,100,000); HB 787, Laws of 2014 ($9,000,000); SB 2913, Laws of 2013 ($400,000)

**Staff Recommendation:** Board staff recommends approval of this item.
5. **USM – GS 108-285 – Cook Library Renovation Phase II**

**Project Request:** The University of Southern Mississippi requests approval to increase the budget for the Cook Library Renovation Phase II project. The budget will increase from $4,880,480.00 to $8,132,980.00, for an increase of $3,252,500.00. In addition, the university requests approval to add SB 3065, Laws of 2019 as a funding source to allow for the budget increase.

**Current Project Phase:** Design Phase

**Design Professional:** Wier Boerner Allin

**General Contractor:** TBD

**Prior Budget Increases:** The project was initiated with the Board in January of 2018 with a pre-plan project budget of $1,580,480.00. The project budget has increased once previous time in August of 2018 by $3,300,000 to the current project budget of $4,880,480.00. This is the second budget escalation request made for this project by the university.

**Purpose/Justification:** Project fees were for preplanning purposes only of Phase II until funds were made available from SB 3065, Laws of 2019. Now that USM has the funding required for Phase II of the project, the university is requesting to increase the budget to allow for the addition of the state bond funds approved in the 2019 Legislative Session.

**Project Scope:** The scope of the project includes, but not limited to, the renovation of the 1st and 2nd floors of the Cook Library in order to create a new University Academic Advising Center. The project will include new offices, conference rooms, student study spaces, tutoring spaces, and areas for the New Student & Retention Program.

The University of Southern 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:** January 18, 2018
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Proposed Funding Source(s): SB 2906, Laws of 2015 ($521,844.92); HB 787, Laws of 2014 ($1,058,635.22); HB 1649, Laws of 2018 ($3,300,000); SB 3065, Laws of 2019 ($3,252,500)

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

IHL PROJECTS .................................


**Project Request:** The University of Mississippi requests approval to increase the budget for the Gertrude Ford Blvd. Retaining Walls project from $1,250,000.00 to $1,600,000.00, for an increase of $350,000.00.

**Current Project Phase:** Design Phase

**Design Professional:** Burchart Horn, Inc.

**General Contractor:** TBD

**Prior Budget Modifications:** The project was initiated with the Board in October of 2015 with a project budget of $1,250,000.00. This is the first budget modification request made for this project by the university.
Purpose/Justification: During the course of design, there has been a very buoyant construction market. This has resulted in a steady increase in construction costs. Because timing is critical on this project it would not be in the best interest of the University of Mississippi to re-bid this work. Therefore, this increase is requested in order to ensure that the project can be awarded and retain a responsible contingency for unforeseen circumstances.

Project Scope: The west side of Gertrude Ford Blvd., south of the University Avenue bridge, is experiencing significant erosion. The embankment on the east side already has a retaining wall and this project will create a mirror image of the other side of the road. The aforementioned retaining wall will be made of concrete blocks.

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

Project Initiation Date: October 15, 2015

Proposed Project Budget:

<table>
<thead>
<tr>
<th></th>
<th>Current Budget</th>
<th>Proposed Budget</th>
<th>Amount (+/-)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Miscellaneous Project Costs</td>
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<td>$ 154,700.00</td>
<td>(169,000.00)</td>
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<tr>
<td>Furniture &amp; Equipment Costs</td>
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<tr>
<td>Contingency</td>
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<td>$ 104,050.00</td>
<td>(8,497.00)</td>
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<td>$ 1,600,000.00</td>
<td>$ 350,000.00</td>
</tr>
</tbody>
</table>

Proposed Funding Source(s): MDOT ($650,000); Internal R&R ($350,000); Capital Appropriations ($600,000)

Staff Recommendation: Board staff recommends approval of this item.
APPROVAL OF OTHER REAL ESTATE REQUESTS

7. **MSU – Delete from Inventory – Building #1147- Starkville Campus**

   **Project Request:** Mississippi State University requests approval to delete from inventory Building #1147 located on the Starkville campus.

   **Justification:** MSU is seeking to delete the building because the building was demolished by a tornado on April 13, 2019. The building was located on the South Farm of the MSU main campus in Starkville, MS.

   The approval letter has been received from the Mississippi Department of Archives and History stating Building #1147 was not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities. Mississippi State University is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

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

8. **MSU – Indoor Tennis Facility – Approval of Exterior Design**

   **Project Request:** Mississippi State University requests approval of the exterior design for the Indoor Tennis Facility project.

   **Purpose:** Mississippi State University is seeking approval of the exterior rendering for the Indoor Tennis Facility project as required by board policy. This project is entirely funded by the MSU Bulldog Club as an athletics project.

   **Project Scope:** The MSU Bulldog Club will construct a new indoor tennis facility that will meet NCAA regulations.

   Mississippi State University is acting in accordance with Board Policy §904(A), Board Approval, that requires the Board to approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project.

   **Staff Recommendation:** Board staff recommends approval of this item.
Rendering 1:

Rendering 2:
9. **MSU – Approval of Purchase of Property – 74 Morrill Road – Starkville, Mississippi**

**Project Request:** Mississippi State University requests approval to purchase real property from the Mississippi State University Foundation at a sales price of $380,000.00.

**Purpose:** MSU desires to purchase this property to protect the natural growth path for the university. This will allow future development and ensure the property is available at the time of future needs. Furthermore, if another party were to purchase this land, MSU could be faced with undesirable development adjacent to campus.

**Appraisals:** Mississippi State University received two independent property appraisals for the property. The first appraisal was in the amount of $360,000. The second appraisal was in the amount of $400,000. The average of the two appraisals was $380,000. Mississippi State University is purchasing the property for $380,000 which is the average of the two appraisals.

**Property Description:** The property is a single-family residence that is located on approximately 0.643 acres. The property is more legally defined as Part of Section 1, Township 18 North, Range 14 East, Oktibbeha County, Mississippi. The property can be identified in the Oktibbeha County Tax Office as Parcel #101H-01-014.00 or as PPIN #7633.

**Terms:** Mississippi State University will close on the property on or before June 30, 2019. The purchase price will be $380,000. MSU agrees to pay reasonable and customary closing costs.

**Termination Options:** MSU may terminate upon any unsatisfactory Phase I report or title defect. Also, MSU may terminate if property is damaged or the seller breaches the purchase agreement.

**Environmental Phase I:** A Phase 1 report was conducted, and no evidence of recognized environmental conditions were found on the property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. Mississippi State University is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The purchase price of the property to be acquired shall not be above the average of the two appraisals.
Staff Recommendation: The Attorney General’s Office has reviewed and approved this item. Board staff recommends approval of this item.

10. MVSU – Naming of the New Men’s Residence Hall as “McTeer Hall”

Project Request: Mississippi Valley State University requests permission to name the generically named “New Men’s” residence hall to “McTeer Hall”.

Purpose: This is a three-story residence hall built in 2006. It is situated on the front of campus. This building is being named because Mr. & Mrs. McTeer, through their philanthropic work as MVSU’s largest donors, donating over $500,00 for scholarships which has allowed students to continue their academic careers without the worry of financial shortfalls.

McTeer Bio: In August 1972, Victor McTeer and Mercidees Jones married and moved from their hometown of Baltimore, Maryland to Mound Bayou, Mississippi to fulfill their vision of serving poor people in the State of Mississippi for two years as a civil rights lawyer and an educator. Over the next thirty-eight years, Victor McTeer became a successful trial lawyer and owner of one of the largest black-owned law firms in Mississippi using his law practice to protect voting rights, challenge discriminatory employment practices and battle big tobacco companies that targeted poor and African American people with their marketing tactics.

Mercidees McTeer spent her working life as an accomplished public-school teacher, school board President, and co-owner of the Pyramid Learning Center, a Montessori based pre-school she and another educator founded in Greenville, Mississippi.

In the early 1980s, the couple quietly began to donate money to help financially challenged public school students from the Mississippi Delta to attend college. By the turn of the century, the McTeers made substantial gifts and established endowments to provide scholarships for needy students from the Delta at each of the historically Black Public Colleges and Universities in Mississippi, including Mississippi Valley State University. Though long retired, today the McTeers continue to invest in students from the Mississippi Delta who seek to improve their future with the invaluable blessing of a hard-earned college degree.

Awards received as a couple include; “The Champions of Justice Award" given by the Mississippi Center for Justice, Jackson Mississippi in 2010. On April 28, 2000, the couple received the Dr. James Herbert White, "Preeminence Award for Philanthropy" given by MVSU. In 2008, they were awarded the "Thurgood Marshall College Fund Award” exemplifying community philanthropy, professional and civic excellence.
Mississippi Valley State University is acting in accordance with Board Policy §917 Naming of Buildings and Facilities, that requires Board approval to be obtained prior to naming or re-naming any institutional building or facility.

Staff Recommendation: Board staff recommends approval of this item.
1. **MSU – APPROVAL TO MODIFY CONTRACT WITH STITES & HARBISON, PLLC AS OUTSIDE COUNSEL**

Mississippi State University requests approval to modify a contract with the firm of Stites & Harbison, PLLC as outside counsel to provide services necessary for obtaining patents for designs, processes, products, and other patentable materials developed in connection with the University. This modification #4 will extend the term of the contract for one (1) additional year or through June 30, 2020. The rates remain the same, ranging from $95 to $360 per hour, with the total amount payable not exceeding $100,000. Rachel Rutledge is being removed from the list of attorneys. All other provisions of the Agreement for Legal Services dated July 1, 2015, shall remain in effect. Stites & Harbison carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate in the amount of $60,000,000. The Attorney General has approved this request.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

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

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Armstrong Teasdale LLP as outside counsel for the provision of legal services in the area of engineering and physical sciences patent applications and related intellectual property issues. Attorneys Erin Florek and Adam Wuller will be the primary attorneys performing work for the University. The contract originated June 2011. The term of the proposed contract extension is from July 1, 2019 through June 30, 2020. Hourly rates range from $200 to $450 for principals, $175 for associates, $175 for patent agents, and $150 for paralegals. These rates are the same as those approved last year. Total expenditures will not exceed $100,000. Armstrong Teasdale carries professional liability insurance coverage in the amount of $40,000,000 per claim with an annual aggregate of $80,000,000. The Attorney General has approved this request.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

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

The University of Mississippi seeks approval to amend its existing legal services agreement with the law firm of Butler Snow LLP, who provides legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. Under the parties’ existing legal services agreement, the total expenditures for FY 2019 may not exceed $100,000. UM seeks to amend the agreement to increase the allowable expenditures for FY 2019 by an additional $75,000,
for a total of $175,000 in allowable expenditures for FY 2019. This increase is necessary because the resolution of a matter involving outstanding sums owed UM under an existing license agreement for certain technology required more attorney work product and legal advice from Butler Snow than initially anticipated. All other remaining provisions of the parties’ current legal services agreement remain the same. Specifically, the term of the agreement remains July 1, 2018 through June 30, 2019. The blended hourly rate for Butler Snow remains the same, $295 per hour for all attorneys and $95 per hour for all legal assistants. The Attorney General has approved this request.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

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

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Butler Snow LLP as outside counsel for the provision of legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. The contract originated in November 2007. The term of the proposed contract extension is July 1, 2019 through June 30, 2020. The blended hourly rate under the contract will be $295 per hour for all attorneys, including patent work, and $95 per hour for all legal assistants. These rates are the same as those approved last year and are competitive with or less than those charged by similarly qualified attorneys. Total expenditures will not exceed $100,000. Butler Snow carries professional liability insurance coverage in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. The Attorney General has approved this request.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

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

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Evans Petree, PC as outside counsel to advise and represent the University with respect to construction matters, including but not limited to, construction and design professional contracts, public procurement, potential bid protests, and other matters related to design, construction, and project management and related disputes. Joseph T. Getz will be the primary attorney performing work for the University. The contract originated in March 2013. The term of the proposed contract is from July 1, 2019 to June 30, 2020. The proposed hourly rates are the same as those approved last year, with partners ranging from $265 to $295 per hour, associates from $175 to $225 per hour, and paralegal services from $95 to $110 per hour. The maximum amount payable under the contract will be $40,000. The Attorney General has approved this request.
STAFF RECOMMENDATION: Board staff recommends approval of this item.

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

The University of Mississippi requests approval to renew its contract for professional services with the New York law firm of Hershkovitz & Associates, LLC (“Hershkovitz”) as outside counsel so that Eugene Rzucidlo, an attorney practicing with Hershkovitz, may continue to assist the University with pharmaceutical and natural products patent applications and related intellectual property and commercialization issues. Mr. Rzucidlo is one of a few patent lawyers in the world who is also a natural products chemist, and the University has worked with Mr. Rzucidlo on the most challenging natural products patents for many years. Mr. Rzucidlo’s hourly rate is $595 per hour, which is the same as approved for last year and is comparable to similarly qualified and experienced patent counsel. The term of the proposed contract is from July 1, 2019 to June 30, 2020. Total expenditures will not exceed $150,000. The cap is reduced by $100,000 from last year. Hershkovitz & Associates, PLLC carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

7. UM – APPROVAL TO CONTRACT WITH HOLLAND & KNIGHT LLP AS OUTSIDE COUNSEL

The University of Mississippi requests approval to enter into an agreement for professional services with the law firm of Holland & Knight LLP as outside counsel for the provision of legal services in the area of Title IX risk management and regulatory compliance, including athletic equity in intercollegiate athletics. Partner Janet P. Judge will be the primary attorney performing work for the University. The term of the proposed contract is from June 1, 2019 through May 31, 2020. Ms. Judge is a Title IX subject matter expert with more than thirty years of experience in higher education and intercollegiate sports. Ms. Judge is offering her legal services at a discounted rate of $525.00 per hour, which is comparable to similarly qualified Title IX counsel with her wealth of experience. Total expenditures will not exceed $40,000. Holland & Knight carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $20,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.
8. **UM – APPROVAL TO RENEW CONTRACT WITH MAYO MALLETTE PLLC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for legal services with the law firm of Mayo Mallette, PLLC as outside counsel so that it may continue to assist the University with a litigated matter, *In Re Estate of Blackburn*. The firm will also assist the University with real estate matters, compliance, the management of e-discovery, internal investigations, and other legal matters as assigned. The hourly rate for the firm’s legal services on the *Blackburn* matter will remain the same at $165 per hour for partners, $135 per hour for associates, and $65 per hour for legal assistants. The hourly rate for the firm’s legal services on all other matters will be $250.00 per hour for partners, $200 per hour for associates, and $100 per hour for legal assistants. These rates are competitive with or less than those charged by similarly qualified attorneys. The proposed contract extension term is from July 1, 2019 to June 30, 2020. Total expenditures will not exceed $60,000. Mayo Mallette carries professional liability insurance coverage in the amount of $2,000,000 per claim with an annual aggregate of $2,000,000. The Attorney General has approved this request.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

9. **UM – APPROVAL TO CONTRACT WITH PHELPS DUNBAR AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to enter into an agreement for professional services with the law firm of Phelps Dunbar LLP as outside counsel for the provision of legal services in the areas of labor and employment. Partner W. Thomas Siler, Jr. will be the primary attorney performing work for the University. The term of the proposed contract is from June 1, 2019 through May 31, 2020. The hourly rate is $360. Total expenditures will not exceed $35,000. Phelps Dunbar carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate of $60,000,000. The Attorney General has approved this request.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

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

The University of Mississippi requests approval to renew its contract with the law firm of Stites & Harbison, PLLC as outside counsel for the provision of legal services in the area of pharmaceutical patent applications and intellectual property issues. Richard Myers will be the primary attorney performing work for the University. Mr. Myers’ hourly rate is $360, with other associates, professionals, and paralegals who may work on University matters billing between $95 and $320 per hour. The term of the proposed contract is from July 1, 2019 to June 30, 2020, and total expenditures will not exceed $100,000. Stites &
Harbison carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate of $60,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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

The University of Mississippi requests permission to renew its contract for professional services with the law firm of Ware | Immigration as outside counsel to provide services as needed regarding immigration matters, including, but not limited to, the preparation of labor certification applications on behalf of the university for its employees who seek permanent residence status. This contractual agreement is necessary due to amendments by the U.S. Department of Labor to the permanent labor certification regulations, specifically: employers are required to pay the cost of preparing, filing and obtaining certification, and are prohibited from transferring those costs to the beneficiary. This includes a prohibition on the alien paying the employer’s attorney fees. The terms of this contractual agreement will be from July 1, 2019 to June 30, 2020, and total expenditures will not exceed $100,000 during the contract term. This firm carries professional liability insurance coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000. The fees for these services are listed in the “Schedule of Legal Fees for Academia,” provided below. All services not included in the below fee schedule will be provided at the following hourly rates:

- David Ware: $350
- Partners: $250
- Associates: $175
- Paralegals: $100

**Schedule of Legal Fees for Academia**

**Nonimmigrant Petitions and Processes**

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<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-1B petition</td>
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<tr>
<td>H-1B extension or amendment petitions (we handled original petition)</td>
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<td>TN petition or border/consulate processing</td>
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<td>TN extension petition (we handled original)</td>
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<tr>
<td>E-3 petition or consular processing</td>
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<td>E-3 extension petition (we handled original)</td>
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<td>------------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>O-1 petition</td>
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<tr>
<td>O-1 extension or amendment petition (we handled original)</td>
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<td>J-1 waiver (IGA or hardship)</td>
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<td>J-1 waiver (Conrad)</td>
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<td>Permanent Residence Process with Labor Certification: Faculty</td>
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<tr>
<td>Special Handling labor certification</td>
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<td>(If position must be readvertised)</td>
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<td>Immigrant petition</td>
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<td>Permanent Residence Process with Labor Certification: Non-Faculty</td>
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<tr>
<td>Labor certification</td>
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<td>Additional fee if audited</td>
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<td>Additional fee if subject to supervised recruitment</td>
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<td>Immigrant petition</td>
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<td>Permanent Residence Process: Outstanding Professors and Researchers</td>
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<td>Immigrant petition</td>
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<td>Permanent Residence Process: National Interest Waiver</td>
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<td>Adjustment of Status (any Employment-Based Permanent Residence Matter)</td>
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<tr>
<td>Adjustment of status and related applications (I-765, I-131, etc.), principal</td>
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<tr>
<td>Standalone AOS and related applications, principal</td>
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<tr>
<td>Adjustment of status and related applications, spouse, if together with principal application and I 140</td>
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<tr>
<td>Adjustment of status of each child, concurrent with I 140</td>
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<td>“Standalone” adjustment of status, child</td>
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</table>
Employment Authorization and Advance Parole Renewal

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

The Attorney General has approved this request.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

12. UMMC – APPROVAL TO CONTRACT WITH BAKER, DONELSON, BEARMAN, CALDWELL AND BERKOWITZ, PC AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Baker, Donelson, Bearman, Caldwell and Berkowitz, PC as outside counsel for the provision of legal services and advice on environmental related issues. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate is $260 per hour with a maximum amount payable under this contract of $225,000. Baker Donelson carries professional liability insurance coverage in the amount of $60,000,000 per claim with an annual aggregate of $120,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

13. UMMC – APPROVAL TO CONTRACT WITH BRADLEY ARANT BOULT CUMMINGS, LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Bradley Arant Boult Cummings, LLP as outside counsel for the provision of legal services and advice on healthcare regulatory and compliance matters, healthcare administrative hearings, and general healthcare related matters. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate is $295 per hour with a maximum amount payable under this contract of $100,000. Bradley Arant carries professional liability insurance coverage in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

14. UMMC - APPROVAL TO CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Butler Snow LLP as outside counsel for the provision of legal services and advice on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues, and commercial and general matters. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate will be
15. UMMC – APPROVAL TO CONTRACT WITH GORE, KILPATRICK AND DAMBRINO AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Gore, Kilpatrick and Dambrino as outside counsel for the provision of guidance to UMMC personnel during hearings, depositions and meetings in the Grenada, Mississippi area. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate is $135 per hour with a maximum amount payable under this contract of $30,000. Gore Kilpatrick carries professional liability insurance coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

16. UMMC – APPROVAL TO CONTRACT WITH HOGAN LOVELLS US LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Hogan Lovells US LLP as outside counsel to advise on matters related to healthcare transactions, tax, antitrust, and regulatory matters related to academic medical center strategy and business issues. The term of the contract will be July 1, 2019 through June 30, 2022. Cliff Stromberg, Jeff Schneider and Michael Snow are the primary attorneys to provide services under this contract with rates that range from $590 to $920 per hour for the period July 1, 2019 – June 30, 2020, $610 to $950 per hour for the period July 1, 2020 through June 30, 2021, and $625 to $975 for the period July 1, 2021 through June 30, 2022. The maximum amount payable under this contract term of is $750,000. The firm carries professional liability insurance coverage in the amount of £20,000,000 per claim with an annual aggregate of £60,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

17. UMMC – APPROVAL TO CONTRACT WITH JONES WALKER LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Jones Walker LLP as outside counsel to advise UMMC and the Medical Center
Education Building Corporation (EBC) on legal issues concerning bond financing and compliance with IRS regulations regarding tax-exempt bonds, and other related matters. The term of the contract will be July 1, 2019 through June 30, 2020. The rate will be $225 per hour with a maximum amount payable under this contract term of $75,000. Jones Walker carries professional liability insurance coverage in the amount to $50,000,000 per claim with an annual aggregate of $100,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

18. **UMMC – APPROVAL TO CONTRACT WITH STITES AND HARBISON, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract with Stites and Harbison, PLLC as outside counsel to perform services necessary for obtaining patents for designs, processes, products and other patentable materials, as well as assist and advise on copyright and tech transfer matters, including license agreements and assignments. The term of the contract will be July 1, 2019 through June 30, 2020. The hourly rates will range from $200 for associates to $250 to $360 for principle attorneys with a maximum amount payable under the contract of $300,000. Stites and Harbison carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate of $60,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

19. **UMMC – APPROVAL TO CONTRACT WITH WALKER & UNGO, LLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract with Walker & Ungo, LLC as outside counsel to provide services as needed in preparing J-1 waiver applications and employment-based petitions on behalf of UMMC for its incoming and current employees, as well as providing other related services. The term of the contract will be July 1, 2019 through June 30, 2020. The rates are set out in the Schedule of Fees below. The maximum amount payable under the contract is $300,000.

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<thead>
<tr>
<th>Labor Certification Fees</th>
<th>Walker &amp; Ungo</th>
</tr>
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<tbody>
<tr>
<td>PERM</td>
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<tr>
<td>J-1 Waiver</td>
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<tr>
<td>J-1 Waiver Transfer</td>
<td>$1500</td>
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<tr>
<td>O-1 petition</td>
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Initial Fee (PERM) $2500
Initial Fee (PERM Special Handling) $2000
I-140: $2000
I-485: $2000
Family members: $500 per family member

Walker & Ungo carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000.

The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

20. UMMC – APPROVAL TO CONTRACT WITH WALLER, Lansden, Dortch AND DAVID AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Waller, Lansden, Dortch and Davis as outside counsel to advise on healthcare regulatory and compliance matters, healthcare administrative hearings, and general healthcare related matters. The term of the contract will be June 1, 2019 through June 30, 2020. The rate will be $295 per hour with a maximum amount payable under this contract term of $50,000. Waller Lansden carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

21. UMMC – APPROVAL TO CONTRACT WITH WARE IMMIGRATION AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract with Ware Immigration as outside counsel to provide services as needed in preparing J-1 waiver applications and employment-based petitions on behalf of the university for its incoming and current staff, as well as providing other related services. The term of the contract will July 1, 2019 through June 30, 2020. The rates are set out in the schedule of fees below. The maximum amount payable under the contract is $100,000. Ware Immigration carries professional liability insurance coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000.

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes

O-1 petition $4,000.00
O-1 extension or amendment petition (we handled original) $1,500.00
J-1 waiver (IGA or Conrad) $6,000.00

Permanent Residence Process with Labor Certification: Faculty

Special Handling labor certification $2,000.00
(If position must be re-advertised) $2,500.00
Additional fee if audited $500-1,500.00
Immigrant petition $2,500.00

Permanent Residence Process with Labor Certification: Non-Faculty

Labor certification $4,000.00
Additional fee if audited $500-1,500.00
Additional fee if subject to supervised recruitment $2,500.00
Immigrant petition $2,500.00

Permanent Residence Process: Outstanding Professors and Researchers

Immigrant petition $6,000.00

Permanent Residence Process: National Interest Waiver

Immigrant petition $6,000.00

Adjustment of Status (any Employment-Based Permanent Residence Matter)

Adjustment of status and related applications (I-765, I-131, etc.), principal $2,000.00
Standalone AOS and related applications, principal $2,500.00
Adjustment of status and related applications, spouse, if together with principal application and I 140 $1,000.00
Adjustment of status of each child, concurrent with I 140 $ 750.00
“Standalone” adjustment of status, spouse (not concurrent with I 140) $1,500.00
“Standalone” adjustment of status, child $1,000.00

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

Such matters will be billed at our hourly rates:

David Ware $350.00
WI Partners $250.00
Associate Attorneys $175.00
Paralegals $100.00
The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

22. **UMMC - APPROVAL TO CONTRACT WITH WATKINS AND EAGER, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract with Watkins and Eager, PLLC, to review relevant documents and other activities deemed necessary for preparation of title opinions and related documents for real estate matters regarding donated pieces of property, purchase and sale of properties and agreements for joint ventures with other entities, negotiation and closing of financial transactions. Additionally, Watkins and Eager will assist and advise on employment issues including but not limited to employment related litigation at the request of UMMC. Further, Watkins and Eager will provide strategic and operational services and support for institutional leadership, as well as build and sustain highly effective working relationships with internal and external constituents. The term of the contract is July 1, 2019 through June 30, 2020. The hourly rate is $240 with a maximum amount payable under this contact of $1,500,000. Watkins and Eager carries professional liability insurance coverage in the amount of $20,000,000 per claim with an annual aggregate of $20,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

23. **UMMC - APPROVAL TO CONTRACT WITH THE WHITFIELD LAW GROUP, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract with the Whitfield Law Group, PLLC, to provide legal services related to personnel matters. The term of the contract is July 1, 2019 through June 30, 2020. The hourly rate is $165 with a maximum amount payable under this contact term of $600,000. Whitfield Law Group carries professional liability insurance coverage in the amount of $500,000 per claim with an annual aggregate of $500,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

24. **UMMC – APPROVAL TO CONTRACT WITH WORKMAN NYDEGGER AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract with Workman Nydegger as outside counsel to perform services necessary for obtaining patents for designs, processes, products, and other patentable materials developed in
connection with UMMC, as well as assisting in commercialization activities including license agreements, assignments, tech transfer matters, opinion letters, and spin-off company formation and advising on copyright and trademark issues. The term of the contract will be July 1, 2019 through June 30, 2020. The fees vary as set out in the following Fee Schedule. The maximum amount payable under the contract is $150,000. The Attorney General has approved this request.

### Schedule of Selected Discounted Fees for UMMC

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provisional Mechanical Patent Application (Specification Only)</td>
<td>$3000-$4000</td>
</tr>
<tr>
<td>Provisional Mechanical Patent Applications (Claims Based)</td>
<td>$5000-$7000</td>
</tr>
<tr>
<td>Provisional Software Patent Application (Specification Only)</td>
<td>$3000-$4000</td>
</tr>
<tr>
<td>Provisional Software Patent Applications (Claims Based)</td>
<td>$5000-$7000</td>
</tr>
<tr>
<td>Provisional Chemical Patent Applications (Specification Only)</td>
<td>$3500-$4500</td>
</tr>
<tr>
<td>Provisional Chemical Patent Applications (Claims Based)</td>
<td>$5500-$7500</td>
</tr>
<tr>
<td>Conversion of Provisional Application to Utility</td>
<td>$2000-$8000</td>
</tr>
<tr>
<td>Utility Patent Application (Mechanical)</td>
<td>$7500</td>
</tr>
<tr>
<td>Utility Patent Application (Software)</td>
<td>$8000</td>
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<tr>
<td>Utility Patent Application (Chemical, Biotech)</td>
<td>$8500</td>
</tr>
<tr>
<td>Response to Office Action (No Interview)</td>
<td>$2500</td>
</tr>
<tr>
<td>Response to Office Action (Interview)</td>
<td>$3000</td>
</tr>
<tr>
<td>Response to Restriction Requirement (without traverse, no argument)</td>
<td>$500</td>
</tr>
<tr>
<td>Response to Restriction Requirement (with traverse, argument)</td>
<td>$1000-$1500</td>
</tr>
<tr>
<td>PCT Filing Based on U.S. Utility</td>
<td>$1200</td>
</tr>
<tr>
<td>U.S. Utility Based on PCT</td>
<td>$850</td>
</tr>
<tr>
<td>National Entry from PCT (per country)</td>
<td>$650</td>
</tr>
<tr>
<td>Annuity/Maintenance Fees</td>
<td>$300</td>
</tr>
<tr>
<td>Official Filing Receipt (Confirm filing data, initial docketing entry)</td>
<td>$65</td>
</tr>
<tr>
<td>Request for Corrected Filing Receipt</td>
<td>$300</td>
</tr>
<tr>
<td>Response to Notice to File Missing Parts</td>
<td>$600</td>
</tr>
<tr>
<td>Record Assignment (E-filing, confirm acceptance of assignment, advise</td>
<td></td>
</tr>
<tr>
<td>client and update docket</td>
<td>$100</td>
</tr>
<tr>
<td>Request to Correct Assignment Recordation</td>
<td>$275</td>
</tr>
<tr>
<td>Foreign Filing Reminder, Update Docket</td>
<td>$65</td>
</tr>
<tr>
<td>Patent Publication (Confirm filing and inventor information, priority</td>
<td></td>
</tr>
<tr>
<td>dates, comprehensive docket update for relate cases, etc.)</td>
<td>$65</td>
</tr>
<tr>
<td>Notice of Allowance (US/Foreign – Includes preparation of clean copy of</td>
<td></td>
</tr>
<tr>
<td>allowed claims, drawing changes as required and response to reasons for</td>
<td></td>
</tr>
<tr>
<td>allowance as applicable, issue fee transmittal, checking entry of</td>
<td></td>
</tr>
<tr>
<td>amendments to specification and claims in foreign cases)</td>
<td></td>
</tr>
<tr>
<td>$900</td>
<td></td>
</tr>
<tr>
<td>Original Patent (US/Foreign – Reporting, docket entry of dates for</td>
<td></td>
</tr>
<tr>
<td>maintenance fees, reissue, etc.)</td>
<td>$300</td>
</tr>
</tbody>
</table>
Proofreading Issued Patent (Filing certificate of correction as applicable, reporting to client) $850
Review of PTO Calculation of PTA $300
Request for Recalculation of PTA $300
Standard Notifications (Record copy, search copy, national stage entry, etc.) $30
Request for Examination (Reminder, responding to request for instruction from foreign counsel, following up on client instructions) $150
Review Examination Report (Identify art for IDS in any corresponding case, report to client) $650

General legal advice and matters which fall outside this fee schedule will be billed at our hourly rates:

Partners:  
John Guynn $400.00  
Chuck Meeker $260.00  

Associates:  
Paul Norton $245.00  
Angela Silvers $245.00  
Logan Christianson $255.00  
Lynne Wang $235.00  
Joe Evans $240.00  
Rachel Perry $235.00  

STAFF RECOMMENDATION:  Board staff recommends approval of this item.

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

The University of Southern Mississippi requests approval to enter into a contract with Bryan, Nelson, Schroeder, Castigliola & Banahan, P.A., as outside counsel to perform services as necessary and render legal advice and recommendations in the practice areas of admiralty and maritime law, including but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The scope of services would also include advice and assistance with contracts, leases and other commercial agreements, general legal advice, commercial and regulatory matters, as well as litigation related to any of the activities described herein. The request includes the use of any and all attorneys employed by the firm, at the discretion of the firm, whose expertise and experience is required to assist in the representation of the University pursuant to the agreement. The hourly rate to be charged by attorneys will be $195 for attorneys and $90 for paralegal services. The term of the contract will be for a two-year period beginning July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed $50,000.00 during the period.
between July 1, 2019 and June 30, 2020, and $50,000.00 during the period between July 1, 2020 and June 30, 2021, for a total amount of $100,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $3,000,000 with an annual aggregate of $3,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

26. **USM – APPROVAL TO CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract with Butler Snow LLP, as outside counsel to perform services as necessary in the practice areas of taxation, intellectual property and commercial matters, including trademark, copyright and patent matters; commercial and regulatory matters; litigation, including but not limited to disputes relating to issues with the Federal Emergency Management Agency (FEMA); human resource matters, faculty, student, personnel and employment issues, general administrative matters, general legal advice, and investigations at the request of the University in matters involving various legal issues. The hourly rate will be $295 for all attorneys and $95 for legal assistants with a maximum amount payable under the contract of $50,000. The term of the contract will be July 1, 2019 through June 30, 2020. This firm carries professional liability insurance coverage in the amount of $50,000,000 with an annual aggregate of $100,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

27. **USM – APPROVAL TO RENEW CONTRACT WITH MAYO MALLETTE, PLLC AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to renew a contract with Mayo Mallette PLLC, as outside counsel to perform services as necessary and render legal advice in the practice areas of higher education law, employment law, First Amendment matters, academic tenure, student affairs, OFCCP, affiliation agreements, naming agreements and policies, Title IX, NCAA compliance, disability law, and athletics, as well as general legal advice and litigation related to any of the activities described herein. The request includes the use of any and all employed by the firm whose experience and expertise is required to assist in the representation of the University pursuant to the agreement. The hourly rate is $195 for attorneys and $90 for paralegal services. The term of the contract will be for a two-year period beginning July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed $40,000 during the period between July 1, 2019 and June 30, 2020, and $40,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of $80,000 for the contract term. This firm carries professional liability insurance coverage in
the amount of $2,000,000 with an annual aggregate of $2,000,000. The Attorney General has approved this request.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

### 28. USM – APPROVAL TO CONTRACT WITH WARE | IMMIGRATION AS OUTSIDE COUNSEL

The University of Southern Mississippi requests Board approval to renew the contract for the firm of Ware | Immigration as outside counsel to provide services as needed in preparing labor certification applications and permanent residence process on behalf of the University for its professors, researchers, and employees who seek permanent residence status and to further provide other related services relating to immigration and naturalization at the University's request. The agreement authorizes the law firm to assign any and all attorneys employed by the law firm who, at the discretion of the firm, can provide the experience and expertise necessary to effectively represent the University in all matters set forth in the description of services to be provided. In addition to the fees reflected on the Schedule of Legal Fees, the University may seek general legal advice on immigration matters. For non-scheduled legal fees, attorneys' advice will be billed on an hourly basis. David Ware's hourly rate is $300 and all other attorneys will be billed at the hourly rate of $200. The contract term will be for a two (2) year period beginning on July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed $50,000 during the period between July 1, 2019 and June 30, 2020, and $50,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of $100,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $3,000,000 with an annual aggregate of $3,000,000. This request has been approved by the Attorney General.

The proposed fees are as indicated below:

**Schedule of Legal Fees for Academia**

**Nonimmigrant Petitions and Processes**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-16 petition</td>
<td>$1500.00</td>
</tr>
<tr>
<td>H1B extension or amendment petitions</td>
<td>$1000.00</td>
</tr>
<tr>
<td>TN petition or border/consulate processing</td>
<td>$1500.00</td>
</tr>
<tr>
<td>TN extension petition</td>
<td>$1000.00</td>
</tr>
<tr>
<td>E-3 petition or consular processing</td>
<td>$1500.00</td>
</tr>
<tr>
<td>E-3 extension petition</td>
<td>$1000.00</td>
</tr>
<tr>
<td>O-1 petition</td>
<td>$4000.00</td>
</tr>
<tr>
<td>O-1 extension or amendment petition</td>
<td>$1500.00</td>
</tr>
</tbody>
</table>
Change of status or extension of status for dependents (I-539) no additional charge

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

Permanent Residence Process with Labor Certification: Faculty

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

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

Permanent Residence Process with Labor Certifications: Non-Faculty

$3000.00 Labor Certification (must be paid by University)
$1500.00 Additional fee if audited
$2500.00 Additional fee if subject to supervised recruitment
$2500.00 Immigrant petition
$1500.00 Adjustment of status and relation applications (i-765, I-131, etc.) by employee
$750.00 Adjustment of status related to applications each spouse or child

Permanent Residence Process: Outstanding Professors and Researchers

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

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

Permanent Residence Process: National Interest Waiver

$7000.00 Immigrant petition
$1500.00 Adjustment of status and related applications by employee
$750.00 Adjustment of status and related applications each spouse or child
Since labor certification is not required, employees may pay all fees. In all cases, fees may be paid in monthly installments to be arranged with attorney.

The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

29. USM – APPROVAL TO CONTRACT WITH RICHARD & THOMAS AS OUTSIDE COUNSEL

The University of Southern Mississippi requests approval to enter into a contract with Richard & Thomas as outside counsel to perform real estate services for multiple real estate closings. The closings will be for purchases of property near the Hattiesburg campus. It is expected that each closing will cost the University approximately $1,000. The attorney's average hourly rate, depending on services rendered, is $150. The contract term will be for a two (2) year period beginning on July 1, 2019 and expiring June 30, 2021. The maximum amount payable shall not exceed $2,500 during the period between July 1, 2019 and June 30, 2020, and $2,500 during the period between July 1, 2020 and June 30, 2021, for a total amount of $5,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $1,000,000 with an annual aggregate of $1,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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

The University of Southern Mississippi requests approval to enter into a contract with Wise Carter Child & Caraway, P.A. as outside counsel to perform services as necessary in the practice areas of real estate, commercial matters, contracts, general administrative matters, real estate closings, title opinions, general legal advice, and litigation related to any of the activities described herein. The hourly rate to be charged will be $195 for all attorneys and $90 for paralegal services. The contract term will be two (2) years beginning on July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed $10,000 during the period between July 1, 2019 and June 30, 2020, and $10,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of $20,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $10,000,000 with an annual aggregate of $10,000,000. The Attorney General has approved this request.

STAFF RECOMMENDATION: Board staff recommends approval of this item.
APPROVAL OF NON-EMPLOYEE IN-STATE LOBBYISTS

Board Policy 201.0506 Political Activity requires annual Board approval of the use of all outside lobbyists which will perform lobbying activities within the State of Mississippi on behalf of any of the institutions prior to an institution contracting therewith. In addition, Board Policy 201.0506 requires that the Board approve the actual contract with such a lobbyist. The request for approval must include disclosure of all other clients represented by the proposed lobbyist, as well as the specific source of funding to be used for payment of the lobbyist, including expenses. The request must indicate whether funding is to be derived from state general funds or self-generated funds. Further, the contractual agreement with such an outside lobbyist to conduct in-state lobbying must provide that the agreement is either terminable at will, or it must contain a provision that provides that such contract may be terminated by IHL or the client institution if IHL or the institution determines that a new client of the lobbyist creates a conflict. Lastly, board policy requires that such lobbyists are required to apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution, and to coordinate those activities within system strategies and processes prescribed by the IHL Board. In response to the various requirements of Board Policy 201.0506 regarding the approval requirements in order to use an outside lobbyist for lobbying activities within the State of Mississippi, the institutions have submitted the following for the Board’s consideration.

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

Jackson State University requests approval of a consulting agreement between the university and Worth Thomas of W.T. Consultants, who will provide a full scope of legislative liaison services within the State of Mississippi, with such services designed to achieve the state agency and governmental relations goals of Jackson State University. The requested contract amount is $80,000.00 and will be paid from self-generated funds of the Jackson State University Foundation allocated for JSU Program Support. The Attorney General has approved this request.

**Client List**

1. List of WT Consultant’s clients
2. Active Day, Inc.
3. Altria Client Services LLC and its Affiliates
4. American Red Cross MS Region
5. AT&T Services, Inc.
6. Baptist Memorial Health Care Corp
7. Blake Enterprises
8. GovEase
9. Hinds County Board of Supervisors
GOVERNMENT RELATION SERVICES AGREEMENT

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

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

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

3. TERM OF AGREEMENT. The Term of this Agreement shall commence on the date of execution of this Agreement and shall continue in full force to June 30, 2020, unless otherwise terminated as provided herein. This Agreement may be renewed for an additional period(s) upon written mutual agreement of both parties.
4. **PAYMENT.** Compensation for Services performed under this agreement shall be $80,000, payable in quarterly installments, as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>September 30, 2019</td>
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<tr>
<td>December 31, 2019</td>
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</tr>
<tr>
<td>March 31, 2020</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>June 30, 2020</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

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

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

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

8. **REPORTS.** Reports shall be submitted to JSU on a continuous basis, including a report at the end of each project period, and a Final Report to be submitted no later than ten (10) days after the initial term of this contract ends, and after any additional terms agreed to between the parties. Copies of all reports prepared pursuant to this Agreement shall be delivered to JSUDF at the same time they are delivered to JSU.

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

10. **CONFIDENTIALITY:** WTC and University mutually agree that during the course of this Agreement the other party may be exposed to Confidential Information (“Confidential Information”). WTC and University will hold in trust and confidence all Confidential Information received from the other party, will use such Confidential
Information only in connection with the performance of its obligations under this Agreement, will not use such Confidential Information for its own benefit or to the other’s detriment, and will safeguard Confidential Information from unauthorized disclosure using the same degree of care as it takes to preserve its own confidential information, but in any event no less than a reasonable degree of care. The Parties further agree not to disclose any information obtained during the performance of this Agreement which release would be a violation of the Federal Family Educational Rights and Privacy Act.

11. HOLD HARMLESS: To the extent permitted by Mississippi law, WTC shall hold harmless, defend and indemnify the University and the Board of Trustees of IHL from any and all claims, actions, suits, charges and judgments whatsoever that arise out of WTC’s performance or nonperformance of the services or subject matter called for in this Contract.

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

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

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

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

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

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

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

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

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

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

In Witness whereof, the parties have executed this Government Relation Services Agreement with Worth Thomas dba W.T. Consultants in triplicate counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument.
WT CONSULTANTS
200 South Lamar Street, Suite 1057
P.O. Box 774
Jackson, MS 39205-0774

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

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

Dr. William B. Bynum, Jr., President
Date: ______________________

JSUDF hereby acknowledges the value and benefit of the services hereunder to JSU and JSUDF. In support of JSU, JSUDF agrees that Consultant Worth Thomas d/b/a W.T. Consultants’ contract payments and reimbursement expenses shall be paid from JSUDF’s JSU Program Support funds.

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

JACKSON STATE UNIVERSITY
DEVELOPMENT FOUNDATION

By:________________________

____________________________
Print Name

____________________________
Title

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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

Mississippi State University requests approval of an agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university’s pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. Cornerstone will apprise the Commissioner of IHL of its lobbying activities related to MSU and coordinate those activities within system
strategies and processes prescribed by the IHL Board. The requested contract amount is $50,000 and will be paid with private funds. The Attorney General has approved this request.

Client List

American Fuel & Petrochemical Manufacturers
Atmos Energy
Australis Oil & Gas
Chevron USA
Community Mental Health Centers, Region 6
C Spire
Denbury Resources
Looking for Wine?
Management & Training Corp.
Mississippi Association of Health Plans
Mississippi Board of Nursing
Mississippi Economic Council
Mississippi Farm Bureau Federation
Mississippi Power Company
Mississippi State University
Nissan North America
Penn National Gaming, Inc.
Plains All American Pipeline
Ridgeland, MS (City of)
Save the Children
SeaOne Maritime Corp.
Scientific Games
Signature Consulting Group
Starkville, MS (City of)
Stonehenge Capital
Waggoner Engineering

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated July 1, 2019 (hereinafter “Agreement”) is entered into by and between CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereinafter “CORNERSTONE”), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 300 Independence Avenue, SE, Washington, D.C. 20003, and MISSISSIPPI STATE UNIVERSITY (hereinafter “MSU”), with its principal place of business at P.O. Box 6018, Mississippi State, MS 39762 (hereinafter referred to collectively as the “Parties”).
WHEREAS, CORNERSTONE is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter “GR Services”); and

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

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

1. **Term.** The term of this Agreement shall commence on the date first written above and continue through June 30, 2020 (hereinafter referred to as the “Term”). The parties may mutually agree in writing to extend the Term.

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

3. **Services by CORNERSTONE.** During the term, CORNERSTONE shall provide GR Services to MSU in the state of Mississippi. The precise scope and extent of the GR Services may be amended by mutual agreement of the parties but generally focus on:
   - Monitoring and lobbying of legislation of interest to MSU during the Regular Session of the Mississippi Legislature; and,
   - Providing political counsel and public affairs assistance.

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

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

4. **Relationship of the Parties.** The parties acknowledge and agree that each is an independent business entity and, as such, neither party may represent itself as an
employee, agent, or representative of the other. Neither party may incur any obligations on behalf of the other party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the parties.

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

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

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

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

7. No Verification by CORNERSTONE. It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by MSU or related entities or all factual
matters included in materials prepared or used by CORNERSTONE and approved by MSU or related entities.

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

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

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

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

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

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

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

15. **Employment.** Cornerstone represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp. 2008) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used
herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Cornerstone agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Cornerstone further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Cornerstone understands and agrees that any breach of these warranties may subject Cornerstone to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Cornerstone by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Cornerstone would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

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

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

Cornerstone Government Affairs
800 Maine Avenue SW, 7th Floor
Washington, DC 20024

Mississippi State University
P.O. Box 6018
Mississippi State, MS 39762

With a copy to:
Mississippi State University
General Counsel
P.O. Box 8171
Mississippi State, MS 39762

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

17. **Indemnification.** Cornerstone shall indemnify, defend, and hold harmless the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, MSU, and each of their officers, agents, employees, and representatives, both in their official
and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorneys’ fees, arising out of or caused by Cornerstone’s or its’ partners, principals, officers, agents, employees or representatives actions or inactions. In MSU’s sole discretion, Cornerstone may be allowed to control the defense of any such claim, suit, etc., but in such an event, Cornerstone shall use legal counsel acceptable to MSU. Cornerstone shall be solely responsible for all costs and/or expenses associated with such defense and MSU shall be entitled to participate in said defense. Cornerstone shall not settle any claim, suits, etc., without MSU’s written concurrence, which concurrence MSU shall not unreasonably withhold.

18. Insurance. Throughout the term of this Agreement, Cornerstone will maintain professional liability insurance coverage and will provide proof of same to MSU upon request.

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

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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

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

Client List:

AT&T Services, Inc.
General Motors LLC
RAI Services Company
Pharmaceutical Research and Manufacturers of America
Greenwich Bioscience
Marsi’s Law For All
Memorial Hospital at Gulfport
Metro Treatment of Mississippi
Mississippi Association for Marriage and Family Therapy
ENOVA
Pollard Banknote Limited
Vision Research Corporation
GOVERNMENT RELATIONS SERVICE AGREEMENT

Corporate Relations Management, a general partnership duly organized under the laws of the State of Mississippi, and doing business as Corporate Relations Management (hereafter referred to as “CRM”), with its place of business at 14 Montgomery Lane, Canton, Mississippi 39046, does contract with Mississippi University for Women (hereafter referred to as “THE W”), whose principal office is W-1600, Columbus, Mississippi 39701, and the Mississippi University for Women Foundation (hereinafter referred to as “THE W FOUNDATION”), whose principal office is W-1618, Columbus, Mississippi 39701, to provide consultant services for the period of twelve (12) months, commencing on July 1, 2019, or upon approval of the IHL Board, until June 30, 2020. This contract may be modified or extended by mutual agreement of the parties hereto.

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

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

PAYMENT: As consideration for performance of this contract, THE W FOUNDATION agrees to pay CRM for services rendered as follows: A contractual flat fee of Thirty Thousand Dollars ($30,000.00) for fiscal year 2020, as services are provided. These payments shall be divided into monthly installments and invoiced to THE W. Payment will be made within 45 days to CRM from private funds provided by THE W FOUNDATION.

TERMINATION AT WILL: Either Party on notice to the other party may terminate this contract. On notice of termination by THE W, CRM shall cease all work in connection with this project and THE W shall pay CRM all consideration through the date of termination. On notice of termination by CRM, CRM shall deliver all work in progress to THE W, whereupon CRM shall have no further obligation to THE W, except the conditions set forth in the confidentiality provision of this contract.

COMPLIANCE WITH IHL POLICY 201.0506: During the term of this contract, CRM will apprise the IHL Board, through the Commissioner, and THE W of all new clients after engaging the client. CRM shall also apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution and shall coordinate those activities within system strategies and processes prescribed by the Board.
CLIENT LIST: CRM represents that its Client list for 2019 is: AT&T Services, Inc., General Motors LLC, RAI Services Company, Pharmaceutical Research and Manufacturers of America, Greenwich Biosciences, Marsi’s Law For All, Memorial Hospital at Gulfport, Metro Treatment of Mississippi, Mississippi Association for Marriage and Family Therapy, ENOVA, Pollard Banknote Limited, and Vision Research Corporation.

EMPLOYMENT: CRM represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-111-1, et seq. of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CRM agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CRM further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CRM understands and agrees that any breach of these warranties may subject CRM to the following: (a) termination of this Agreement and ineligibility for a state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CRM by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CRM would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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

INDEMNIFICATION: CRM agrees to indemnify, defend, and hold the Institutions of Higher Learning and THE W, its officers, employees and agents from and against any and all claims, causes of action, liabilities, damages, costs and expenses of any nature whatsoever arising out of any and all acts or omissions of CRM.
INSURANCE: CRM shall maintain professional liability and auto liability insurance in a commercially reasonable amount as well as workers’ compensation insurance to the extent required by Mississippi law. Certificates of insurance, which list all applicable endorsements shall be provided to University upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211. No material change in coverages may occur for University or IHL without 30-days advance notice, except that 10-days notice may be provided for non-payment of premium. All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater, and such insurers must be licensed or authorized to provide insurance in the State of Mississippi.

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

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

IN WITNESS WHEREOF, THE W and CRM have executed this contract as of the ______ day of ________________________, 2019.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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

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

Client List:
Alkermes, Inc.
American Congress of Obstetricians & Gynecologists, MS Section
Association of Equipment Manufacturers
Amplify Education, Inc.
MGM/Beau Rivage Resorts/Gold Strike
Cambria Solutions
Centene Corporation d/b/a The Magnolia Health Plan
Centurion Managed Care
CF Industries
City of Tupelo
Comcast Cable
Community Health Center Association of Mississippi
Conduent, Inc.
CoreCivic
Diamondhead Water and Sewer District
EECS LLC
Equifax, Inc.
Ergon, Inc.
Gulf States Toyota
Horne CPAs
IGT Global Solutions Corporation
Ingalls Shipbuilding
Kansas City Southern
McLane Company, Inc.
MedeAnalytics
Medical Transportation Management, Inc.
MedStat EMS
Milliman
Mississippi Chapter – American College of Emergency Physicians
MS Academy of Pediatric Dentistry
MS Alliance for Boys & Girls Clubs, Inc.
MS Ambulatory Surgery Center Association
MS Consumer Finance Association
MS Counselors Association
MS Economic Council
MS Optometric Association
MS Orthopedic Society
MS Physician Care Network
MS Public Broadcasting Foundation
Oschner Health System
RAI Services Company
Regional One Health
Sanderson Farms, Inc.
Schneider Electric
Southern Beverage Company, Inc.
Spire Services Inc.
Study Edge
Teladoc, Inc.
Tellus Operating Group, LLC
Toyota Motor – North America, Inc.
Uber Technologies, Inc.
UHS of Delaware, Inc. – Parkwood
United States Chamber of Commerce – ILR
University of Southern Mississippi
Youth Villages

Dr. Rodney Bennett
University of Southern Mississippi
118 College Drive #5001
Hattiesburg, MS 39406-0001

Re: University of Southern Mississippi - Governmental Relations-
Mississippi July 1, 2019 – June 30, 2020

Dear Dr. Bennett,

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

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

- Policy advocacy in the Mississippi Legislature, particularly on committees and issues dealing with funding, capital projects, IHL, K-12 education, technology development, hurricane recovery, and marine resources
- Policy advocacy and monitoring of relevant issues within the Executive Branch
- Partnership and strategic alliance development, both within various agencies and departments of state government, as well as within the private sector focusing on:
  - USM in relation to broader education policy, i.e. teacher training, K-12, college preparation, etc.
  - USM research application and support within the private sector, particularly in South Mississippi
  - USM in relation to workforce development
- Timely reports to USM leadership in the form of
  - Bill-status e-mail reports
  - Telephone and e-mail reports as required by the posture of legislation
  - Post-session reports and other reports as requested and required
- Exhaustive monitoring of legislation, relevant committee hearings and floor debates
- Identifying and securing potential legislative sponsors for USM-supported legislation and assistance with bill drafting
- Defensive monitoring within a broad spectrum of government agencies
• Assistance to USM administration, alumni and supporters in communication with key legislators at appropriate times
• Compliance with all registration and reporting laws
• Off-session strategy planning and legislative contacts, attendance at appropriate USM events
• Communications and messaging as appropriate
• USM may, when the interests of USM so require, terminate this agreement in whole or in part if Capitol Resources, LLC, takes on a client that is in conflict with USM. Written notice of all new clients is required to be given to USM no less than ten (10) days notice prior to the effective date of adding the client. Capitol Resources, LLC, shall further disclose all new clients to the IHL Board, through the Commissioner, as required by IHL Board Policy 201.0506 (3). In addition, Capitol Resources, LLC, shall apprise the Commissioner regarding lobbying activities related to USM and to coordinate those activities within system strategies and processes prescribed by the IHL Board.
• USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than ten (10) days notice prior to the effective date of termination.
• USM shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by USM that such payments and all portions thereof are due, justified and warranted based on services received by USM in accordance with §31-7-305(2), Mississippi Code of 1972.
• It is expressly understood and agreed that the obligation of USM to proceed under this agreement is conditioned upon the availability and receipt of funds by USM to specifically perform the obligations set forth for USM under this agreement.
• Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of
such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

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

- Capitol Resources agrees to maintain professional liability insurance during the term of this agreement. Proof of such professional liability coverage shall be provided to USM upon request.

Capitol Resources will provide state government relations and consulting services in Mississippi to the University of Southern Mississippi for a consulting retainer fee of Forty-Eight Thousand Dollars ($48,000.00) a year, payable in monthly installments of Four Thousand Dollars ($4,000.00) for each month of fiscal year 2020. If the agreement is approved after July the monthly retainer will be adjusted to equal $48,000.00 for the fiscal year. This payment schedule allows us to provide USM our comprehensive state government relations services. Our total fee includes all of the consulting and lobbying services routinely provided by Capitol Resources, LLC, to manage and implement your objectives. It is our understanding that the fee does not include any extraordinary expenses such as travel, and that we will seek your approval prior to incurring any of these types of expenses.

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

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

Sincerely,
CAPITOL RESOURCES, LLC

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

BY: ____________________________

POSITION: ______________________

DATE: __________________________

STAFF RECOMMENDATION: Board staff recommends approval of this item.

APPROVAL OF NON-EMPLOYEE OUT-OF-STATE LOBBYISTS

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

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

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

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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

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

STAFF RECOMMENDATION: Board staff recommends approval of this item.
37. **USM – APPROVAL OF CASSIDY & ASSOCIATES, INC. AS FEDERAL LOBBYING CONSULTANT**

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

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

**APPROVAL OF LEGISLATIVE LIAISONS**

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

38. **DSU – APPROVAL OF DR. RICK MUNROE AS LEGISLATIVE LIAISON**

Delta State University requests approval of Dr. Rick Munroe as its legislative liaison.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

39. **JSU – APPROVAL OF JACQUELINE ANDERSON-WOODS AS LEGISLATIVE LIAISON**

Jackson State University requests approval of Jacqueline Anderson-Woods as Legislative Liaison.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

40. **MSU – APPROVAL OF LEE WEISKOPF AS LEGISLATIVE LIAISON**

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

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

41. **MUW – APPROVAL OF KAREN CLAY AS LEGISLATIVE LIAISON**

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

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.
42. **MVSU – APPROVAL OF DR. JERRYL BRIGGS AS LEGISLATIVE LIAISON**

Mississippi Valley State University requests approval of Dr. Jerryl Briggs as one of its legislative liaisons.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

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

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

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

44. **UM – APPROVAL OF PERRY SANSING AS LEGISLATIVE LIAISON**

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

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

45. **UMMC - APPROVAL OF TARA MOUNGER AS LEGISLATIVE LIAISON**

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

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

46. **UMMC - APPROVAL OF DAVID ESTORGE AS LEGISLATIVE LIAISON**

The University of Mississippi Medical Center requests approval of David Estorge as one of its legislative liaisons.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.

47. **USM – APPROVAL OF CHAD DRISKELL AS LEGISLATIVE LIAISON**

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

**STAFF RECOMMENDATION:** Board Staff recommends approval of this item.
48. SYSTEM – APPROVAL OF DR. ALFRED RANKINS, JR. AS LEGISLATIVE LIAISON

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

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

49. SYSTEM – APPROVAL OF KIM GALLASPY AS LEGISLATIVE LIAISON

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

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

50. UMMC – APPROVAL TO AMEND AFFILIATION AGREEMENT WITH FRIENDS OF CHILDREN’S HOSPITAL, INC.

The University of Mississippi Medical Center (UMMC) requests approval to amend its Affiliation Agreement between UMMC and Friends of Children’s Hospital, Inc. (Friends) in accordance with Board Policy 301.0806 in order to extend the expiration date of the Agreement from August 1, 2019 through January 31, 2020. This extension will allow the IHL Board time to possibly amend its Policy 301.0806, which would affect the required provisions in affiliation agreements. A copy of the proposed amendment is set out below.

SECOND AMENDMENT TO THE AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
AND THE
FRIENDS OF CHILDREN’S HOSPITAL

THIS SECOND AMENDMENT TO THE AFFILIATION AGREEMENT (“Amendment”) by and between the University of Mississippi Medical Center (“UMMC”) and Friends of Children’s Hospital, Inc. (the “Friends”) (collectively referred to as “Parties”), is made of the last date signed below.

WHEREAS, the Parties entered into an Affiliation Agreement (“Agreement”) effective March 1, 2014, as amended on January 30, 2019;

WHEREAS, the Agreement is set to expire August 1, 2019, and the parties desire that it be extended through January 31, 2020.
NOW, THEREFORE, in consideration of the terms and conditions set forth above, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The term of this Agreement is hereby extended through January 31, 2020.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.
APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

Delta State University
Elizabeth Belenchia; rehired retiree; Part-Time Instructor, Division of Teacher Education, Leadership, and Research; salary $26,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019

Gloria Brister; rehired retiree; Assistant Professor, Emeritus; salary $40,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019

Diana Ezell; rehired retiree; Adjunct Instructor in Teacher Education; salary $30,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019

Gerald Finley; rehired retiree; Interim Director of Facilities Management; salary $50,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019

Beverly Johnston; rehired retiree; Director, Delta School Leadership Pipeline Project and Adjunct Instructor; salary $80,000 per annum, pro rata; Grant Funds; 12-month contract; effective July 1, 2019

Maud Kuykendall; rehired retiree; Adjunct Instructor in Teacher Education; salary $30,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019

Kathleen Lott; rehired retiree; Part-time Instructor in Teacher Education, Leadership, and Research and Advisor and Coordinator of Educational Administration and Supervision; salary $29,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019

Dorothy Sykes; rehired retiree; Director, Kellogg Grant and Part-time Instructor in Teacher Education, Leadership, and Research; salary $35,000 per annum, pro rata; Grant Funds; 12-month contract; effective July 1, 2019

Kent Wyatt; rehired retiree; President Emeritus; salary $59,000 per annum; Fund 10 Funds; 12-month contract; effective July 1, 2019

University of Mississippi Medical Center
Julie Sanford; hired with tenure; Professor and Dean of Nursing, School of Nursing; salary of $300,000 per annum, pro rata; E&G Funds, 4-year contract; effective July 29, 2019
2. **Change of Status**

**Mississippi State University**
Gregory A. Bohach; *from* Vice President; Division of Agriculture, Forestry, and Veterinary Medicine; salary $278,156.00 per annum, pro rata; E&G Funds; 12-month contract; *to* Professor *with tenure*; Department of Biochemistry, Molecular Biology, Entomology and Plant Pathology; salary $208,156.00 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

David R. Shaw; *from* Vice President; Research and Economic Development; salary $316,261 per annum, pro rata; E&G Funds; 12-month contract; *to* Provost and Executive Vice President and Professor *with tenure*; Academic Affairs; salary $400,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

**Mississippi University for Women**
Scott Tollison; *from* Interim Provost and Vice President for Academic Affairs and Professor of Management Information Systems; salary $155,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Provost and Vice President for Academic Affairs and Professor of Management Information Systems; salary $160,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

**University of Southern Mississippi**
Eddie Holloway; *from* Dean of Students; Office of Student Affairs; *to* Dean of Students Emeritus; Office of Student Affairs; effective June 30, 2019

3. **Sabbatical**

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

[Originally approved by IHL Board February 21, 2019]

CORRECTED: Dr. Brady is declining her sabbatical application for August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development

4. **Tenure**

**Jackson State University**
Lisa Beckley-Roberts, *promotion* to Associate Professor; Department of Music, College of Liberal Arts; effective July 1, 2019

Helen Crump, *promotion* to Associate Professor; Department of English, Modern Foreign Languages and, Speech Communications, College of Liberal Arts; effective August 8, 2019
Alfonzo Haralson, promotion to Associate Professor; Department of Education and Early Childhood Education, College of Education and Human Development; effective August 8, 2019

Ogungbe V. Ifedayo, promotion to Associate Professor; Department of Chemistry, Physics and, Atmospheric Sciences, College of Science, Engineering, and Technology; effective August 8, 2019

Jae-Young Ko, Associate Professor, Department of Public Policy and Administration, College of Public Service; effective August 8, 2019

Jaegoo Lee, promotion to Associate Professor; School of Social Work, College of Public Service; effective August 8, 2019

Douglas McWilliams, promotion to Associate Professor; Department of Business Administration, College of Business; effective August 8, 2019

Maricica Pacurari, promotion to Associate Professor; Department of Biology, College of Science, Engineering, and Technology; effective August 8, 2019

Talya Thomas, promotion to Associate Professor; Department of Urban and Regional Planning, College of Public Service; effective August 8, 2019

NingNing Wang, promotion to Associate Professor, Department of Mathematics and Statistical Sciences, College of Science, Engineering, and Technology; effective August 8, 2019

Carmen Wright, promotion to Associate Professor, Department of Mathematics and Statistical Sciences, College of Science, Engineering, and Technology; effective August 8, 2019
1. **SYSTEM – REQUEST FOR APPROVAL OF INDEPENDENCE DAY TO BE CELEBRATED ON JULY 4 AND 5, 2019**

The Governor has issued a Proclamation authorizing state offices to be closed for the July 4th holiday on July 4 and 5, 2019. As a result, and in keeping with IHL Policy 805.08 Official Holidays, approval is sought from the Board to close IHL and university offices on July 5th, in addition to July 4, 2019, in celebration of Independence Day.

**Staff Recommendation:** Board staff recommends approval of this item.
1. **System – Approval of New Board Policy 522 Awarding of Academic Credits Earned Through Military Learning and Waiver of Second Reading**

Board approval is requested for waiver of first reading and for final approval of Board Policy 522 – Awarding of Academic Credits earned through military training.

### 522 AWARDING OF ACADEMIC CREDITS EARNED THROUGH MILITARY LEARNING

Each IHL institution shall provide opportunities for an admitted student to be awarded academic credit for military education, training, and experience (hereinafter referred to as “military learning”). The process for awarding of academic credits for military learning must be compliant with the Southern Association of Colleges and Schools Commission on Colleges accreditation standards. Institutions shall follow the recommendation of the academic department and the American Council on Education guidelines for determining academic credit equivalencies; however, the IHL Guidebook for Evaluating Military Learning for Academic Credit (hereinafter referred to as “the IHL Guidebook”) shall be used to conduct prior-learning assessments via programs of instruction and occupational faculty panel reviews.

The IHL Guidebook provides guidance for creating appropriate faculty expert panels and templates for conducting evaluations. For military learning that has not been evaluated using the IHL Guidebook, an IHL institution may choose to follow the processes established in the IHL Guidebook to conduct an evaluation. Alternatively, the IHL institution may award academic credit for military learning through prior learning assessment processes developed at the institutional level, evaluation of joint services transcripts, administration of challenge exams, administration of standardized exams, and evaluation of portfolio assessments. All aforementioned evaluation processes require institutional approval before credits will be accepted at the system level. Academic credits earned for military learning may count as lower-division or upper-division credit. These credits shall not count toward the 25 percent residency requirement for the degree-awarding institution. An IHL institution may award up to 90 hours of academic credit for military learning at the undergraduate level.

Academic credit for military learning once recorded at an IHL institution or as prescribed in the IHL/MCCB Statewide Articulation Agreement, is transferable on the same basis as if the credit had been earned through regular study at the institution that awarded the credit. Evaluation of military learning for academic credit will occur at the time the student is admitted and enrolls at an IHL institution and will be recorded on the student’s transcript at that time to allow for informed advisement.

Academic credits that have been evaluated and marked as equivalents for a specific military occupation classification will be made available by each IHL institution to the
IHL system office in order to maintain a website that will inform prospective students prior to admission. The processes for evaluating military learning are documented in the IHL Guidebook which is given to university personnel and maintained by the IHL system office.

STAFF RECOMMENDATION: Board staff recommends waiver of the requirement for two readings and recommends final approval of this item.

2. **MSU – APPROVAL OF NEW ACADEMIC UNIT**

   Board Policy 502: New Academic Programs and Units states: “Requests to establish new degree programs, colleges, schools, departments, institutes, and centers will be considered by the Board on a schedule and in accordance with guidelines and procedures to be determined by the Commissioner after consultation with the Institutional Executive Officers.”

   In accordance with Board policy, approval is requested for establishing the following academic unit.

**CENTERS AND INSTITUTES**

a. *Mississippi State University (MSU)* requests approval of the *Research Institute for Nuclear and Energy Technology*. The U.S. Department of Energy, Office of Environmental Management (DOE-EM) has selected MSU as their first-ever University Affiliated Research Center (UARC). UARCs are sole-source university designations by the federal government when it is determined that the university has resources that are deemed vital and strategic long-term resources for the federal government. Each UARC is established to provide broad capacity in a deemed area. MSU’s unique core competency will be to expand its capabilities for evaluating performance and developing qualification requirements for nuclear technologies used in closure of weapons complex sites. The UARC will also be used to designate MSU’s status as a qualified supplier of Nuclear Quality Assured data.

   The request for the approval is being made at this time because funding is pending upon establishment of the institute.

   **STAFF RECOMMENDATION:** Board staff recommends approval of this item.
1. **SYSTEM– REQUEST FOR APPROVAL OF FISCAL YEAR 2020 OPERATING BUDGETS**

Approval is requested for the fiscal year ending 2020 Operating Budgets for the system. These proposed budgets will be provided to the Board under separate cover.

Included as supplemental information as required by the Ayers Settlement Agreement, Board Policy 704.02, and Board Policy 703.04 E. are the following:

- Fiscal Year 2019 – 2020 Ayers Budgets,
- Fiscal Year 2019 – 2020 Athletic Budgets, and
- Fiscal Year 2019 – 2020 E&G Scholarships, Fellowships & Tuition Waivers.

**STAFF RECOMMENDATION:** Based on Board Policy 701.05 – Budgets, 703.04 E. Policy Guidelines, and 704.02 – Athletic Budget Approval and Reporting, the Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit for approval by the Board annual budgets for the several institutions and separately budgeted units. Board staff recommends approval of these items.

2. **SYSTEM – REQUEST FOR APPROVAL OF FISCAL YEAR 2021 PROPOSED FUNDING PRIORITIES**

Proposed funding priorities are required for the 2021 Legislative Budget Request (LBR). The proposed funding priorities will be presented under a separate cover.

**STAFF RECOMMENDATION:** Based on Board Policy 701.03, Budget and Planning Priorities, the Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit an annual statement of system planning and budget priorities for consideration and approval by the Board. Board staff recommends approval of this item.

3. **UMMC– REQUEST FOR APPROVAL TO ENTER INTO AMENDMENT TWENTY-ONE WITH EPIC SYSTEMS CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment Twenty-One (21) to the License and Support Agreement with Epic Systems Corporation (Epic) to extend the term for an additional five (5) years, including the license and subscription, maintenance, support, and professional Boost services for UMMC’s Electronic Medical Record System (EMR). Also, UMMC requests approval to execute future Service or Implementation Requests on an as-needed basis without requiring prior Board approval so long as the cost of the Service or Implementation Request is less than $250,000, and so long as there is adequate funding.

**Contractor’s Legal Name:** Epic Systems Corporation
History of Contract: UMMC is currently contracted with Epic for licensing and support of UMMC’s electronic health record. The license and support agreement was approved by the Board at its August 19, 2010, meeting. The term of the agreement was four (4) years from August 23, 2010, through August 22, 2014, at a cost of $36,852,370.00.

The 2010 license and support agreement contained a listing (Exhibit 1(b)) of Epic interfaces, from which UMMC could select available interfaces. The agreement also contained terms that allowed UMMC to make amendments to their selection of interfaces as deemed necessary from a technical standpoint. As such, UMMC amended their selection of interfaces in July 2011. That amendment provided UMMC the ability to select additional interfaces, from the listing of interfaces in the 2010 agreement.

In August 2013, IHL approved Amendment Two (2) for the following:

- Delete certain Epic interfaces previously selected from those offered in the 2010 agreement;
- Replace the deleted interfaces with other interfaces offered in the 2010 agreement;
- Provide the option to add Epic interfaces that UMMC did not originally select, from those offered in the 2010 agreement (option must be taken by UMMC between September 2013, through July 1, 2014);
- Provide the option to add specific Epic interfaces (new/special request interfaces) that were not part of the 2010 agreement (option must be taken by UMMC between September 2013, through July 1, 2014);
- Change specific term language in the original Epic License and Support Agreement; and
- Provide for implementation and training services to assist UMMC in implementing three (3) Epic Modules (Beacon Oncology; Resolute Hospital Billing – Expected Reimbursement Contracts; and Welcome Patient Kiosk) that were purchased in 2010, but which were now reaching the implementation stage.

The cost associated with implementing the optional interfaces, along with the implementation and training on the three (3) Epic modules that were installed, is in addition to the original $36,852,370.00 approved by the Board in 2010. This brought the overall cost of the Epic License and Support Agreement to $38,003,402.00.

On August 21, 2014, the Board approved UMMC to enter into Amendment Three (3) and Amendment Four (4). Amendment Three (3) converted the non-exclusive licenses to a perpetual licenses as well as extend the service term for an additional five (5) years. The cost of the conversion to perpetual license was $1,814,670 and the five (5) year maintenance cost was estimated to be $18,657,177.01. Amendment Four (4) amended the current license and support agreement to allow for the addition of new Epic modules and various interfaces. The
approved estimated cost was $2,154,781.00. With the additions of these two amendments the overall approved cost was $60,630,030.01.

On April 16, 2015, the Board approved UMMC enter into a Change Order to Amendment Four (4), Amendment Five (5), and Amendment Six (6). The Change Order to Amendment Four (4) Allowed UMMC to delete one (1) of the Incoming Patient Administration Interface – HL7 that was originally added via Amendment Four (4). Amendment Five (5) allowed UMMC to implement the Healthy Planet component, which was purchased as part of the original selection, as well as add the Point of Sale (POS) interface licenses within the Epic enterprise. Healthy Planet is the population management system within Epic that allows UMMC to deliver better care for its patient population through the use of reports, dashboards and workflows helping it comply with Accountable Care Organization (ACO) standards established by the Affordable Healthcare Act. The POS interface also allows UMMC to enable on-line patient payments within Epic. Amendment Six (6) allowed UMMC to add the BestPractice Advisory Web services functionality to the Epic system. This allowed UMMC’s Epic DIS team the ability to create a data transmission to a third party system to exchange CDA (clinical document architecture) documents. The total approved cost for the agreement after these amendments was $60,777,030.01.

On August 20, 2015, the Board approved UMMC to enter into Amendment Seven (7) that allowed UMMC to increase the volume of licenses in Epic, increase the number of InterSystems Cache’ licenses for concurrent users, and provide implementation services for Epic Beaker in the Anatomic Pathology department, as well as provide for implementation of clinical case management within Epic. The total approved cost for the agreement after this amendment was $62,944,098.01.

On March 17, 2016, the Board approved UMMC to enter into Amendment Eight (8), Amendment Nine (9), Amendment Ten (10), and a Service Request Order. Amendment Eight (8) allowed UMMC to reduce the volume licenses from 260,000 annual inpatient days to 250,000 annual inpatient days, as well as allowed UMMC to participate in the Boost Program. Amendment Nine (9) allowed UMMC to add Push Notifications to the licensed program property which allows for the transmission and receipt of information to and from other organizations. Amendment Ten (10) allowed UMMC to modify its licensing structure by deleting two (2) of the Incoming Clinical Flowsheet Data-HL7 (copy), deleting the Imaging Decision Support Functionality Enabler, deleting Incoming Financial Transaction-HL7, and adding bundled interfaces. The Service Request Order allowed UMMC to utilize the EPIC EDI resources to covert datasets at Grenada. These amendments and the service request brought the total approved cost for the Epic agreement to $65,513,148.01.

On January 19, 2017, the Board approved UMMC to enter into Amendments Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and an Epic Service Request. Amendment Eleven (11) allowed an update to the pricing previously indicated in Amendment Ten (10), due to UMMC having gone live with one (1) or more interfaces between the time Amendment Ten (10) was prepared for UMMC and the time that the Amendment was executed. Amendment
Twelve (12) added Carequality Exchange functionality to the currently licensed Care Everywhere program property. Carequality Exchange allows the exchange of patient data with other healthcare providers using the Exchange product. Amendment Thirteen (13) increased the annual volume of ambulatory license visits to 800,000. Amendment Fourteen (14) increased the annual volume of inpatient licenses to 260,000 annual inpatient visits. This amendment also effectively voided the “Volume Adjustment” provision of Amendment Eight (8). The Epic Service Request provided for Epic assistance in implementation of previously licensed outgoing address verification query interface. The total cost of the four (4) amendments and the Epic Service Request was $713,317.00, which brought the total cost for the Epic agreement to $66,264,465.01.

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

On October 19, 2017, the Board approved UMMC to enter into two (2) amendments; Epic Amendment Sixteen (16) and Amendment Seventeen (17). Epic Amendment Sixteen (16) added the Remote Monitoring Module to UMMC’s current program property list. Epic Amendment Seventeen (17) changed the Caboodle Data Warehouse licensing to a subscription basis, added the Healthy Planet Enhanced Data Analytics module, and added ten (10) Predictive Analytics Models to UMMC’s current program property list. There were no additional cost associated with these two (2) amendments.

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

On June 21, 2018, the Board approved UMMC to enter into two Service Request Forms for Epic to provide UMMC with implementation assistance with Care Everywhere and Wisdom General Dentistry. The Service Requests brought the total approved cost of the Agreement to $67,435,039.01.

On October 18, 2018, the Board approved UMMC to enter into Amendment Nineteen (19) to add third party data sets for Pediatric and Adult Telephone Triage Protocols and to add to its
current program property the MyChart Bedside and Secure Chat Licenses with related implementation support for MyChart Bedside. In addition, the Board approved an Implementation Request for Epic’s Wound Care module. Also, UMMC was approved to execute future Service or Implementation Requests on an as-needed basis without requiring prior Board approval so long as the cost of the Service or Implementation Request is less than $250,000, and so long as there is adequate funding. Amendment Nineteen (19) and Implementation/Service Request brought the total approved cost of the Agreement to $69,066,901.11.

On January 17, 2019, the Board approved UMMC to enter into Amendment Twenty (20) to add licenses for the additional program property modules for Dialysis and Financial Assistance. The amendment term began January 18, 2019 and is coterminous with the license agreement ending August 22, 2019. The total cost of the amendment was $130,277.00. The total cost of the agreement is $69,197,178.10.

Specific Type of Contract: This is Amendment Twenty-One (21) to the current Epic License and Support Agreement.

Purpose: The purpose of Amendment Twenty-One (21) is to extend the term of the agreement for an additional five (5) years, including the license and subscription, maintenance, and support services for UMMC’s EMR. This amendment will also provide UMMC the ability to access Epic resources to provide Service or Implementation Requests on an as-needed basis, and to utilize professional services under Epic’s Boost Program.

Scope of Work: Under Amendment Twenty-One (21), Epic will provide:
- License and subscription to Epic, the Electronic Medical Record system;
- Ongoing maintenance and support for the current licensed program property;
- Services as needed for service and implementation requests; and
- Professional services through Epic’s Boost program.

Term of Contract: The term of Amendment Twenty-One (21) will begin August 23, 2019, and continue for a term of five (5) years. This amendment will extend the term of the current License and Support Agreement, which remains in effect in perpetuity in regards to the licenses, and extend the current maintenance coverage, Boost resources, and service implementations to August 22, 2024.

Termination Options: The License and Support Agreement may be terminated as follows:
- Upon ninety (90) days’ notice prior to the end of an annual term;
- Breach due to failure of system to operate properly after warranty, provided a forty-five (45) day warranty period is allowed for Epic to cure such breach;
- Upon notice of infringement claim against Epic, if Epic is unable to modify the infringing program property or to provide UMMC with an appropriate replacement program;
- Upon bankruptcy, insolvency and the like;
- Upon material breach of the agreement after the breaching party has been allowed sixty (60) days to cure the breach after receiving written notice of the breach.

**Contract Amount:** The estimated cost for Amendment Twenty-One (21) is $35,819,554.89. With the addition of Amendment Twenty-One (21) the total estimated approved cost for the Epic agreement is $105,016,732.99.

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

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

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between University of Mississippi Medical Center and Epic Systems Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. **MSU – REQUEST TO ENTER INTO AN SERVICES AGREEMENT WITH SOUTHWEST AIRLINES CO.**

**Agenda Item Request:** MSU requests approval to enter into a contract with Southwest Airlines Co. for the purpose of air transportation services for the MSU Football team during the 2019 Football season. MSU requests approval to pay a deposit prior to the flights. Prepayment is very common and most often required in this industry. Pursuant to IHL Policy 707.03, *Approval of Prepayment for Goods and Services*, MSU also requests a waiver to allow prepayment of the services.

**Contractor’s Legal Name: Southwest Airlines Co.**

**History of Contract:** MSU has used this firm previously for the purpose of air transportation for its Football team and has been satisfied with the services rendered.

**Specific Type of Contract:** Air charter services agreement

**Purpose:** Provide air transportation for MSU Football team.

**Scope of Work:** Southwest Airlines Co. will provide jet aircraft transportation to transport the MSU Football team. The agreement includes four (4) round trip flights as shown in the appendix of the agreement.
**Term of Contract:** Contract shall commence the date contract is signed by both parties and terminate on the date of the last flight as set forth in the agreement.

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

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:** The total for all charters will be $463,300.00.

**Funding Source for Contract:** Athletic Department

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

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Based on Board Policy 707.03, *Approval of Prepayment for Goods and Services*, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between Mississippi State University and Southwest Airlines Co. 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 AN AGREEMENT WITH UNITED HEALTHCARE INSURANCE COMPANY**

**Agenda Item Request:** MSU is requesting authority to renew a contract for the Student Health Insurance Plan for the 2019-2020 school year.
Contractor’s Legal Name: United Healthcare Insurance Company

History of Contract: MSU has had similar agreements for approximately 11 years. Contractor has performed satisfactorily and provided a good product for a fair price.

Specific Type of Contract: Student Health Insurance which is fully compliant with The Affordable Care Act

Purpose: This is a group rate student health insurance contract which fully complies with the requirements of The Affordable Care Act. This group insurance plan will allow students who need affordable health insurance coverage to have access to comprehensive coverage at a reasonable cost which is lower than rates available to them on an individual basis.

Scope of Work: UHCSR provides AA compliant health insurance to MSU students. The student pays the premium. UHCSR provides the coverage and pays claims.

Term of Contract: Begins August 1, 2019 ends July 31, 2020

Termination Options: n/a

Contract Amount: The contract amount varies depending upon the number of students who elect to purchase the insurance. However, a fair estimate based upon last year’s amount is approximately $1,300,000.

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

Contractor Selection Process: MSU wishes to renew the contract with the same provider as previous years. They believe this to be a fair and reasonable price and believe the service is good.

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 United Healthcare Insurance Company for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
6. **UMMC – REQUEST APPROVAL TO ENTER INTO A MASTER AGREEMENT WITH ABBOTT LABORATORIES**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Agreement with Abbott Laboratories, Inc. (Abbott) for the lease of two (2) Abbott Architect i2000 analyzers and one (1) Abbott Architect i1000 Analyzer, service for the leased analyzers, and the purchase of related supplies needed for diagnostic testing. The instruments and associated supplies are used by UMMC to test for sepsis and infectious diseases that may be transmitted through blood or blood products.

**Contractor’s Legal Name:** Abbott Laboratories, Inc.

**History of Contract:** On June 19, 2014, the Board approved a five (5) year agreement with Abbott for a total of $2,853,759.61 for the lease of laboratory equipment and purchase of equipment maintenance and related supplies for diagnostic testing. On January 18, 2018, the Board approved an amendment to add additional supplies to the agreement, allowing UMMC to use the equipment to test for sepsis. The amendment also increased the authorized amount of the contract by $236,530.25 for a total of $3,090,289.86. This agreement expires on June 30, 2019.

**Specific Type of Contract:** Master Agreement

**Purpose:** The purpose of the Master Agreement is to lease two (2) Abbott Architect i2000 analyzers and one (1) Abbott Architect i1000 Analyzer, to provide service for the leased analyzers, and to purchase related supplies needed for diagnostic testing. The instruments and associated supplies are used by UMMC to test for sepsis and infectious diseases that may be transmitted through blood or blood products.

**Scope of Work:** Under this Agreement, Abbott will provide:
- the lease of two (2) Architect i2000 instruments;
- the lease of one (1) Architect i1000 instrument;
- service for two (2) Architect i2000 and one (1) Architect i1000 instruments;
- supplies for use with two (2) Architect i2000 and one (1) Architect i1000 instruments;
- training on the use of the equipment.

**Term of Contract:** The term of this Agreement is three (3) years and two (2) months, from July 1, 2019, through three (3) years from the date the equipment is installed and operational, which is estimated to be on or about August 31, 2019.

**Termination Options:** The Agreement may be terminated:
- by Abbott due to UMMC’s unauthorized use of the products;
- for a material breach by either party under the agreement upon sixty (60) days written notice of opportunity to cure by the non-breaching party;
- at any time by either party upon ninety (90) days written notice;
by UMMC in the event Abbott is unable to provide available products or provide acceptable replacement products for longer than six (6) months; and

- due to a reduction of funds.

Contract Amount: The total estimated cost over the three (3) year two (2) month term is $2,948,966.94. This includes a five percent (5%) annual increase in supply costs for potential patient volume growth. A schedule of costs follows.

<table>
<thead>
<tr>
<th>Item</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total</th>
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<td>2 Abbott Architect i2000</td>
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<td>$62,712.00</td>
<td>$62,712.00</td>
<td>$188,136.00</td>
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<tr>
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<tr>
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<tr>
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<td>$982,303.97</td>
<td>$1,025,459.57</td>
<td>$2,948,966.94</td>
</tr>
</tbody>
</table>

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

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

Staff Recommendation: Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between University of Mississippi Medical Center and Abbott Laboratories Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

7. UMMC-REQUEST FOR APPROVAL TO ENTER INTO THE SECOND AMENDMENT TO THE AGREEMENT WITH INO THERAPEUTICS LLC D/B/A MALLINCKRODT

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into the Second Amendment to the INOtherapy Services Agreement (Agreement) with INO Therapeutics LLC d/b/a Mallinckrodt (Mallinckrodt) for the purchase of INOMAX medical-grade gas and use of INOtherapy systems (collectively, INOtherapy services). The Second Amendment establishes pricing for the third year of the Agreement.
Contractor’s Legal Name: INO Therapeutics LLC d/b/a Mallinckrodt

History of Contract: On June 15, 2017, the Board of Trustees approved a five (5) year agreement with Mallinckrodt to provide unlimited use of INOMAX (nitric oxide) pharmaceutical medical-grade gas and related services. The Board approved a total cost of $19,253,451.20. The current agreement will expire June 30, 2022. On June 21, 2018, the Board approved the first amendment to establish pricing for the second year of the Agreement, which did not increase the original projected cost.

Specific Type of Contract: This is the Second Amendment to the INOtherapy Services Agreement.

Purpose: The purpose of the amendment is to establish pricing for the third year of the Agreement. The purpose of the Agreement is to purchase INOMAX medical-grade gas and use the INOtherapy system for delivery of the gas. INOMAX is a pharmaceutical medical grade gas used to treat neonatal and adult patients for hypoxic respiratory failure associated with pulmonary hypertension, where it improves oxygenation and reduces the need for extracorporeal membrane oxygenation.

Scope of Work: Under the Agreement, Mallinckrodt will:

- provide UMMC with use of INOtherapy services, which includes:
  - the pharmaceutical drug INOMAX (nitric oxide) for inhalation;
  - INOtherapy systems, the delivery devices for administration of the INOMAX gas;
  - various maintenance and calibration items, accessories, and disposables related to the use of the system; and
  - training, support, maintenance, pick-up and delivery of items and gas.
- observe and follow UMMC’s rules and policies while at UMMC’s facilities; and
- determine, based on UMMC’s requests and volume of use, the number of INOtherapy systems to provide and held as inventory at UMMC’s facilities.

UMMC will:

- use the INOtherapy systems only with the equipment, devices, software, or other items which have been validated for use with the INOtherapy system;
- permit only qualified personnel who have received adequate training to use the INOtherapy system;
- comply with instructions, warnings, documentation, guidance or other recommendations as may be provided by Mallinckrodt;
- not modify any INOtherapy system without prior written permission from Mallinckrodt;
- determine the quantity of INOMAX that UMMC may use or purchase;
- determine the uses and therapies for which UMMC uses INOMAX for patient care;
• make the INOtherapy systems available for pick-up by Mallinckrodt if UMMC’s level of use does not justify retention of all INOtherapy systems onsite at UMMC; and
• promptly review invoices to ensure the running total of the allotted hours is accurately recorded.

**Term of Contract:** The term of the Agreement is unchanged with the amendment. The term remains five (5) years from July 1, 2017, through June 30, 2022.

**Termination Options:** Termination options include the following:
- upon expiration of the initial or a renewal term by either party with at least 30 days’ written notice prior to the end of the then-current term;
- by either party upon written notice if the other party has breached or failed to comply with any material term of the Agreement, and such breach or failure is not cured within 30 days after written notice by the other party;
- by either party without cause upon 30 days’ written notice;
- failure by Mallinckrodt to comply with the federal E-Verify Program.

**Contract Amount:** The total estimated cost of the Agreement over the five (5) year term remains unchanged at $19,253,451.20. Pricing for the third year of the Agreement has risen by approximately five percent (5%) over the previous year. UMMC calculated sufficient percentage increases in its original requested cost; thus, no change in the total cost is needed for the current price increase. UMMC shall pay a flat monthly rate for an allotted 28,000 hours per year for INOtherapy services. If UMMC’s use exceeds the annual allotted hours, UMMC shall pay an hourly rate for the INOtherapy services. Each year, Mallinckrodt and UMMC shall meet to discuss fees for the use of INOtherapy for the next contract year.

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

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

**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 Medical Center and INO Therapeutics LLC d/b/a Mallinckrodt for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
8. **UMMC-REQUEST APPROVAL TO AMEND LEASE WITH TCP BLOCK 1 NORTH, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its Real Property Lease (lease) with **TCP Block 1 North, LLC** (TCP) to add a special provision regarding early termination of the lease. Under the lease, UMMC will lease approximately 5,424 square feet of clinical space located on the first floor at The Township at Colony Park, 201 Northlake Avenue, Ridgeland, Mississippi.

**Contractor’s Legal Name:** TCP Block 1 North LLC

**History of Contract:** On February 21, 2019, the Board approved the five (5) year lease of space on the first floor at The Township at Colony Park. Under the lease, the landlord would facilitate required renovation/construction work to meet UMMC’s specifications for the clinic space. After the Board approved the lease in February, the management company for the landlord realized that it had omitted a stipulation on UMMC’s early termination options, which was to require that UMMC repay the unamortized excess tenant improvement costs in the event UMMC terminates the lease for any reason other than the default of the landlord.

On February 15, 2018, the Board approved a five (5) year lease with TCP for clinic space on the second floor, which expires on February 28, 2023. UMMC’s Face and Skin Center has been in operation on the second floor at this location since January 2008 and is currently utilized for dermatology specialties. Historically, the primary services performed at the clinic are facial plastic surgery, cosmetic dermatology, oculoplastic surgery, Mohs surgery, and general dermatology. The first-floor space is directly below UMMC’s existing footprint on the second floor of the building. The lease for clinic space on the first floor will allow for expansion of UMMC’s Mohs Surgery Unit and provide a more efficient and effective clinic practice.

**Specific Type of Contract:** This is the first amendment to the Real Property Lease.

**Purpose:** The purpose of the amendment is to add a special provision regarding early termination of the lease. The purpose of the lease is lease approximately 5,424 square feet of clinical space located on the first floor at The Township at Colony Park, 201 Northlake Avenue, Ridgeland, Mississippi.

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

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

**Term of Contract:** The term of the agreement remains unchanged at sixty (60) months, beginning on the earlier of when UMMC takes possession of the premises for use or the date of substantial completion of construction/renovation work, which is estimated to be January 1, 2020, and estimated to end December 31, 2024.

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

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

In the event UMMC terminates the lease for any reason other than the default of TCP, UMMC will repay the unamortized excess tenant improvement costs.

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

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

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

**Staff Recommendation:** 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. Legal Staff has reviewed the proposed Agreement between University Mississippi Medical Center and TCP Block 1 North LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
9. **UMMC-REQUEST TO ISSUE UP TO $4 MILLION IN NEW BONDS AND INITIATE BOND PROCESS TO REFINANCE SERIES 2010A BONDS**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval under Section 906 of the IHL Bylaws to initiate the process of issuing up to $4,000,000 of Medical Center Educational Building Corporation (MCEBC) Revenue Bonds (the “Bonds”) to finance various improvements to the facilities of UMMC. It is anticipated that the approval will be requested at the August 15, 2019 IHL Board meeting for the MCEBC to issue bonds to refinance the MCEBC Build America Bonds, Series 2010A, at which meeting final approval will also be requested for issuance of the Bonds. UMMC is also in the process of refinancing its lease obligations under the Grenada Lake Medical Center lease. The refinancing transactions are anticipated to result in debt service savings of up to $4,000,000. The issuance, sizing and structure of the Bonds will be contingent upon and tied to successful completion of the refinancing transactions with savings adequate to cover debt service on the Bonds. The underwriters and/banks presented for approval at the August 15, 2019 IHL Board meeting to sell the bonds to refinance the MCEBC Build America Bonds, Series would also be presented for final approval to sell the Bonds in a combined offering.

**Contractor’s Legal Name:** Hilltop Securities will serve as financial advisor. Jones Walker LLP will serve as bond counsel, in accordance with the terms of the contractual agreement for legal services approved by the Office of Attorney General. If the Bonds (defined below) are publicly sold, the underwriters would be Wells Fargo Securities, Raymond James and/or J. P. Morgan, as explained below. Alternatively, the Bonds may be privately placed with one or more banks affiliated with the potential underwriters or the current lender.

**History of Contract:** New contract.

**Specific Type of Contract:** Debt obligations to issue up to $4,000,000 in new money bonds.

**Purpose:** The purpose of the Bonds is finance various improvements to the facilities of UMMC without an increase in overall annual debt service obligations as a result of the related refinancing transactions.

**Scope of Work:** Bond documentation, obtaining rating from rating agencies and private placement or public sale of the Bonds.

**Term of Contract:** For the new money portion, the Bonds will mature no longer than thirty (30) years, the amortization of the Bonds will be tied to periods of debt service savings resulting from the refinancing transactions.

**Termination Options:** N/A
**Contract Amount:** MCEBC expects to issue an amount not to exceed $4,000,000 in new bonds.

**Funding Source for Contract:** Patient Revenues

**Contractor Selection Process:** Potential underwriters were selected based on past experience, the firm’s unsolicited proposals, and on-campus interviews.

**Staff Recommendation:** Board Policy 906 states “Prior to Board consideration of an institution’s request to issue debt of the educational building corporation for the construction, maintenance, equipping, acquisition, and renovation of facilities or to refinance outstanding debt, Board staff, in conjunction with institutional staff, must select a financial advisor (the “Financial Advisor”) to represent the interests of the Board, the educational building corporation and the institution in connection with the financial terms of the debt, advice as to bond market conditions, assistance with the rating of the debt by rating agencies and similar services normally provided by a financial advisor in connection with the sale and issuance of debt by governmental entities.”

Board Policy 906 further states “Following the Board’s approval of the project initiation, the institution shall return to the Board at a subsequent meeting and present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations for the specific project. In no case shall the educational building corporation issue bonds or other forms of debt obligations without specific approval of the debt obligations from the Board for specific projects.”

The University is presenting the Financial Advisor's report for the Board’s review along with the intent, justification, and project professionals.

Board staff recommends approval of this item. A resolution granting permission for issuing bonds along with related documents will be submitted for approval at a subsequent meeting.
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.

APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS

IHL PROJECTS ..................................................

1. UM – IHL 207-446 – Crosby Hall – Exterior Brick Veneer Replacement

   **Project Request:** The University of Mississippi requests approval to appoint McCarty Architects as the design professional for the Crosby Hall – Exterior Brick Veneer Replacement project.

   **Proposed Project Professional:** McCarty Architects

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

   **Purpose:** The University of Mississippi is seeking 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:** Since Crosby Hall was built in 1973, little attention has been paid to the brick exterior of the building. The building exterior is old, outdated, and unattractive. There are areas in which the mortar joints are missing, and there are significant gaps between some of the bricks. This project will involve removal of the existing bricks and total reskinning of the building exterior.

   The University of Mississippi is seeking 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:** November 15, 2018

**Date of Original Construction:** 1973

**Date of Last Renovation:** 2018

**Proposed Project Budget:**

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<th>Item</th>
<th>Estimated Cost</th>
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</table>

**Total Project Budget** $ 8,800,000.00

**Proposed Funding Source(s):** Internal R&R Funds ($8,800,000)

**Staff Recommendation:** Board staff recommends approval of this item.
1. **UM – APPROVAL TO SETTLE IHL SELF-INSURED WORKERS’ COMPENSATION CLAIMS**

The IHL Self-Insured Workers’ Compensation Program is seeking Board approval for settlement of Claim No. 55-40327-1 for the University of Mississippi.

2. **SYSTEM – APPROVAL FOR FIRST READING OF REVISED POLICY 301.0806 UNIVERSITY FOUNDATION/AFFILIATED ENTITY ACTIVITIES**

Board approval for first reading is requested regarding the below proposed revised Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The following revisions are proposed upon recommendation of David Bass, Senior Director of Research, Council for Advancement and Support of Education, after his review of IHL’s policy, as well as similar policies used by other university systems.

**301.0806 UNIVERSITY FOUNDATION/AFFILIATED ENTITY ACTIVITIES**

A. Purpose of Foundations and Similar University Affiliated Entities:

This policy shall apply to the relationship between Mississippi public universities (“universities”) and university development foundations, research foundations, athletics foundations, alumni associations and all other similar entities affiliated with any of the eight state universities (collectively referred to as the “Foundation/Affiliated Entities” or “Entities”).

The Board of Trustees (hereinafter “Board” or “IHL”) recognizes that such Entities have played and continue to play an important role in providing financial and other support for its institutions. This support has assisted the institutions in achieving a level of excellence not possible through state funding and tuition alone. While the Board of Trustees recognizes and appreciates the contributions made to higher education by such foundations and similar entities, the Board of Trustees reaffirms that the goal of the Entities is not to replace necessary support from the state.

The Board of Trustees also acknowledges that the independent nature of the Entities provides flexibility to state universities in fiscal management and responsiveness.

The primary purpose of the foundations and other entities affiliated with the state universities is to engage in raising and managing funds and/or other activities consistent with the mission and priorities of their respective affiliated institutions, as determined by the Institutional Executive Officer (the "IEO") of each. Each Entity is
expected to have a mission statement relevant to this purpose and to adopt policies, plans, and budgets designed to achieve that mission.

The Board fully recognizes the importance to the universities and to the Entities of preserving the confidentiality of information related to donors or potential donors. Providing appropriate confidential treatment for information related to donors who have voluntarily provided funds to support the state universities is in the best interests of this state and its citizens. Thus, it is the policy of the Board that its oversight of the relationship between the foundations and the universities shall be accomplished in a manner that will effectively and appropriately preserve and protect the confidentiality of such information to the fullest extent possible which is consistent with the duty of the universities and the IHL to assure that assets intended to benefit the state universities are appropriately and effectively managed and utilized.

B. Relationship Between Board and Affiliated Entities

As provided in Miss. Const. Art. 8, Section 213-A and Section 31-101-1 of the Miss. Code Ann. of 1972, as amended (the "Miss Code"), the Board of Trustees has governing authority over the eight state universities. Under such authority, the Board of Trustees has responsibility for ensuring that the public interest is served by any individual or organization that is established to support one of the eight state universities.

The Board recognizes that the Entities are not state agencies. The Entities have their own governing authorities. The Board recognizes that it does not have the power to exercise governing control over the Entities.

While the Board of Trustees does not have the power or authority to exercise governing control over the Entities, the Board has the full authority to establish the terms under which state universities will contract with private organizations. That is particularly necessary with respect to these Entities, since they, or some of them, will solicit and manage funds on behalf of and for the benefit of the state universities, and may use the name, logo, or other insignia identified with the state universities. The Board has the authority to require that any organization that manages funds for any state university, or whose name is associated with a state university under the governance of the Board, must adhere to ethical standards appropriate for such organizations and must properly manage, utilize and account for funds contributed to or for the benefit of the universities.

To ensure the independence of the affiliated Entities, no member or employee of the Board of Trustees of State Institutions of Higher Learning shall hold a voting position on an institutionally affiliated Entity board. The Board of Trustees may allow exceptions to this restriction if needed to comply with NCAA requirements or other
proper purposes. Senior administrators of the institution should only participate on the Foundation/ Affiliated Entity's board in an ex-officio capacity.

C. Affiliation Agreements Required

Each university must enter into a formal contractual affiliation agreement (the “Affiliation Agreement”) with its development foundation(s), research foundation(s), athletics foundation(s), alumni association(s) and any other similar university affiliated Entity in a form submitted to and approved by this Board. The Affiliation Agreement shall be reviewed for approval by the Board of Trustees at least every five (5) years, or whenever the Affiliation Agreement is changed (other than changes for non-substantive, conforming or purely administrative matters). Affiliation agreements should be signed by the applicable institutional executive officer and by the affiliated entity’s board chair and chief executive.

Each university shall submit all existing or amended Affiliation Agreements to the Board for approval on or before June 30, 2010, in a form that the university believes will fully comply with the requirements of this policy as amended. Universities are required to review and update affiliation agreements to comply with any changes to this Policy 301.0806. As stated above, substantive changes to affiliation agreements require IHL Board approval.

In order to appropriately conserve the resources of the universities and the IHL, and to expedite the Board’s review of the proposed Affiliation Agreements within the time period set forth above, the IEO’s of the universities are expected to direct the resources of their university to work in coordination with the other universities in developing and reviewing templates of proposed affiliation agreements to be used by all similar Entities and universities. Counsel for the Board will be directed to assist in that process. The universities are expected to use those templates insofar as practical, given the acknowledged differences between universities and the Entities, as the basis and pattern for preparing the proposed Affiliation Agreements which are required by this Policy.

D. General Requirements of Affiliation Agreements

The Affiliation Agreements for each Entity shall address and comply with the following general requirements and subjects:

1. Outlining the services and benefits the institution and the Entity are to provide to each other and the compensation or other requirements related thereto;
2. Describing the mechanisms by which the institution shall, through its IEO, keep the Entity apprised of the needs and priorities of the institution, and requiring that the Entity, in concert with donor intent or directives, if any, agree to consider and
communicate to the university its ability and plans to fund university needs and priorities, as determined by the IEO;

3. Describing whether, and the terms under which, any institutional assets of the institution itself are to be managed by the Entity on behalf of the institution and providing for appropriate rights of inspection and auditing for such funds by the IHL and all appropriate state officials;

4. Delineation of the terms upon which the Entity is authorized to accept gifts, restricted and unrestricted, on behalf of or for the benefit of the institution;

5. Outlining the method under which all gifts, grants, endowments and other assets are accepted and accounted for by the Entity, the methods and procedures to be utilized in determining how the income related to those assets is to be computed and distributed to the universities, and the terms and conditions under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Entity;

5. Requiring that the Entity abides by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describing the method by which the entity will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds.

6. Requiring that all gifts made to the university shall be accounted for and ownership maintained by that university, even though they may be managed by the Entity;

7. Requiring that the records of such Entity shall be maintained separately from the records of the respective affiliated institution;

8. Requiring maintenance of financial and accounting records, including thorough documentation of donor intent, in accordance with Generally Accepted Accounting Principles;

9. Requiring that the Entity must cause to be prepared annual financial statements of the condition of the Entity, which shall include such detail as the IHL Board may from time to time require; The Entity must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Entity’s annual financial statements; The Entity shall submit the audited financial statements, along with a list of Entity officers, directors or trustees, not later than five months following the completion of the Entity’s fiscal year, to the affiliated university’s IEO and to IHL; However, the annual audited financial statements of some of the Entities will be required for inclusion in the State of Mississippi’s Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board’s Deputy-Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university’s IEO and to the IHL, along with a list of Entity officers, directors or trustees, by October 15 of each year; The IHL Board’s Deputy-Associate Commissioner of Finance and Administration shall notify each such Entity of the applicability of the October 15
deadline to such Entity as far in advance of the deadline as possible each year; The CPA firm to be utilized by the Entity must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Entity’s fiscal year for which the audit will be conducted; Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the IEO or his/her designee; However, at the request of the Entity, the IEO of a university, with the approval of the IHL Board, may grant a request of the Entity to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Entity are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Entity and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Entity in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Entity (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Entity anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the university and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above;

10. Requiring that the Entity only accept or solicit gifts for the benefit of the university that are consistent with the university's mission, goals or objectives;

11. Requiring that the Entity manage all funds in its control in a fiscally sound and prudent manner;

12. Requiring that the Entity establish and maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972) as amended, entitled "Conflict of interest Transaction", university conflict of interest policies, and which addresses transactions with university or entity staff;

13. Requiring that no form of additional compensation for an IEO or any IHL system office employee be underwritten or increased by the Entity without the prior approval of the Board; The request for approval shall come through the Commissioner to the IHL Board; As to other university employees, the Affiliation Agreement will provide that no form of additional compensation may be provided or paid by the Entity without the prior approval by the IEO; All such approvals by the IEO must be reported to the Board of Trustees at its next official meeting; This provision does not apply to transfers from the Entity to the supported
university for items such as professorships, chairs, and other programmatic support that are paid directly to the university and included in its annual budget;

14. Requiring the Entity to submit to the IHL an annual report providing a detailed list of supplemental compensation provided to administrators, faculty, athletic staff, and other employees; provided however that the Affiliation Agreement may provide for appropriate exceptions for such compensation made by the institution out of funds routinely provided to the institution to be included in its budget; and,

15. Requiring compliance with all state and federal laws applicable to such organizations.

16. Establishing appropriate maximum limits on the period of time for which the Entity shall enter into contracts for professional, advisory, or other personal services.

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

18. Affiliation agreements must address the reporting relationship of the chief executive of the affiliated entity and the roles of the IEO and the affiliated entity board in hiring, assessment, compensation and termination decisions related to the entity’s chief executive.

19. Requiring that the entity abides by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describing the method by which the affiliated entity will keep the university informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds.

20. Requiring documentation of donor intent.

21. Requiring that the university ensure that gift funds distributed by the affiliated entity are used in a timely manner in compliance with donor intent and that the university provide affiliated entity staff and auditors access to records and accounts needed to monitor and verify use of gift funds.

E. Affiliation Agreements Shall Require Notice of Certain Events

In addition to the foregoing general requirements, the Affiliation Agreement shall contain provisions requiring that the IHL be notified of certain events or actions that may affect the operations, reputation, legal status, and assets of any entity or any university. The Affiliation Agreement shall require that the chief executive officer of the Entity and its other governing authorities will immediately notify the IEO and the
IHL, in writing, if any of the following events (hereinafter "Reportable Events") occur:

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

The Affiliation Agreement shall require that the chief executive officer of the Entity shall submit to the IEO of the supported university and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Entity has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the IEO and the IHL as required above. The chief executive officer of each Entity shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the chief executive officer will immediately notify, in writing, the IEO of the university.

F. Affiliation Agreements must Require Entity to Provide Certain Additional Information to IEO upon Request

In addition to the foregoing general requirements, the Affiliation Agreement of each Entity will contain provisions requiring that the Entity furnish to the IEO of the corresponding university, or such person as the IEO may designate, any and all information relating to the operation or management of the Entity or any funds contributed to, received by, expended by, or managed by the Entity.
It is the policy of the Board that to the extent that information is inspected, reviewed or received by the IEO or his designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal information relating to a donor or his/her family business, such information shall be treated as confidential by the IEO and any designee who may acquire such information. The IEO is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances.

The IEO shall promptly notify the Board and Commissioner of Higher Education if the Entity refuses or fails to produce any information requested by the IEO.

G. Affiliation Agreement must Provide for Right of Board to Require Information from Entity or to Examine Records of Entity

Ordinarily, the Board will not request information from any Entity and will allow the IEO to oversee the compliance by the Entity with the Affiliation Agreement and to determine that funds are being appropriately received, managed, and expended. In some circumstances, however, the Board may determine it to be necessary to secure additional information from the Entity or to review appropriate records of the Entity. The Entities hold funds that are intended to benefit the institutions of the state, and the Board has an interest in the proper administration of those funds. Thus, the Affiliation Agreement will provide that the Board may require the Entity to provide information or allow inspection of its records as required by the Board to determine that the Entity is in compliance with the Affiliation Agreement and that the funds held for the institution or for its benefit are appropriately utilized and protected. No such request for information will be made by individual Board members to any Entity or to any IEO.

As a matter of general policy, the Board will attempt, when appropriate, to resolve any issues or concerns about the activities of any Entity informally. Examples of such informal methods include responses by the Entities to requests from the auditors employed by the Board or a report from an accounting firm approved by the Board to review records related to the matters at issue. The decision of any entity as to whether and how to comply with such informal requests is within the discretion of the governing authorities of the entities. The Board anticipates that, normally, any questions related to the Entities can be resolved through such informal procedures.

The Affiliation Agreement shall provide, however, that the Board may determine by appropriate action, at a duly called meeting of the Board, that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Entity is appropriately complying with the
Affiliation Agreement and that funds intended to be used for the benefit of the institution are appropriately maintained and expended. The Affiliation Agreement will provide that, if the Board makes such a finding, the Entity will permit an audit, inspection or review of the financial and other records of the entity by persons selected by the Board, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined, and that the Entity will fully cooperate with any such inquiries.

As noted above, it is the policy of the Board that it will not unnecessarily disclose or disseminate any information relating to the Entities, and in particular, any information related to donors to the Entity or trade secrets associated with entity functions. In some circumstances, however, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Thus, the Affiliation Agreement must specifically recognize that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the Board. Any decision to release any information that would identify any particular donor shall be made by the Board. No individual Board member or employee of the IHL will release such information without authorization from the Board.

H. Asset Distribution Upon Dissolution of Affiliated Entity and Required Termination Provisions to Be Included in Affiliation Agreement

The Affiliation Agreement will provide that the Affiliation Agreement may be terminated by the IEO, with the prior approval of the IHL, for cause with no notice or without cause upon thirty days notice. Upon termination, (1) the Entity shall cease to use and shall not assign or delegate the authority to use the respective university’s name or registered marks or logos to any person or entity without the written approval of the IEO, (2) the Entity shall remit any and all unrestricted funds held for the benefit of the university to such entity as designated in writing by the IEO on behalf of the university, (3) the Entity shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the university to such entity as designated in writing by the IEO on behalf of the university, (4) the Entity shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the university IEO, and (5) the Entity shall work in concert with the university to provide the university or its designee with records and materials of the Entity as are necessary to continue the business and/or wind up the affairs of the Entity.
Because an Entity may hold assets intended to benefit the universities, the Affiliation Agreement will provide that the Entity will have no right to terminate the Affiliation Agreement without the consent of the IEO and the Board. Affiliation Agreements must require that governing documents of the affiliated entity, including but not limited to, articles of incorporation, bylaws, or articles of organization provide that upon dissolution of the entity all of its assets be transferred to the university or another entity identified by the IEO and approved by the IHL board or identified by the IHL board. Any exceptions to this requirement must be approved by the IHL board.

The Affiliation Agreement will provide that the Affiliation Agreement may be terminated by the IEO with the prior approval of the IHL Board, for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. In such cases, the IEO must provide the affiliated entity ninety (90) days’ notice and work with the staff and board of the affiliated entity in that period to cure the breach in advance of termination. In the event of termination, the affiliated entity 1) will remit all unrestricted gift funds to the university or to another entity designated by the IEO, 2) cease to use the university’s name or registered marks or logos without the written approval of the IEO, and 3) provide the IHL, the university, or other entity designated by the IHL or IEO with any records, accounts, or other materials requested by the IEO or IHL.

I. Restructuring Relationship in Event of Irreconcilable Differences

The Board expects there to exist a cooperative relationship between the Entities and the universities. The Board is aware of situations in other states where foundations have attempted to use the leverage provided by control of funds contributed for the benefit of the universities to require the university to take action desired by the foundation. Exercise of such power would interfere with the power of the IEO’s and, ultimately, the power of the Board. To provide for the eventuality in which it appears that the IEO and the Entity have irreconcilable differences that interfere with the Entity serving the purposes for which it is intended, the Affiliation Agreement must provide for some mechanism to allow a resumption of normal relationships to benefit the university. In such a case, it would be detrimental to the university to allow the Entity to simply terminate the relationship – since it may hold funds and other assets intended for the benefit of the university. Thus the Affiliation Agreement shall provide for a mechanism to deal with that possibility that will effectively accomplish the purpose of insuring that the Entity’s goals remain appropriately aligned with those of the university.

The Affiliation Agreement must therefore provide for such a mechanism. The universities are expected to finalize the relationship with the Entities to accomplish the purpose on or before December 31, 2010.
Any university, after consultation with an affiliated Entity, may propose, on or before December 31, 2009, to include an appropriate plan to accomplish this purpose in the Affiliation Agreement for that Entity.

For example, a university may choose to propose a mechanism to allow the Entity to restructure its governing board. As an illustration of such a mechanism, such a plan might provide as follows:

In the event that the IEO notifies the IHL that the relationship between the IEO and the Entity’s governing authorities is detrimental to the well being of the university, then IHL shall attempt to reconcile the parties. However, if the IHL determines that it is in the best interests of the university to substitute new governing authorities of the Entity, and unless the matters are resolved, the IHL Board may direct, in its sole discretion, that at the expiration of a 90 days notice period, the terms of office of the then existing board of directors of the affiliated Entity (or the persons serving that role in governance of the Entity, regardless of title) shall be deemed to have expired. Those persons shall be replaced by a nine member board selected by the following persons: 1) one member appointed by the mayor of the municipality in which the subject university is located or to which it is nearest, 2) one member appointed by the subject university's IEO, 3) one member appointed by the subject university's chief academic officer, 4) one member appointed by the president of the board of supervisors of the county in which the subject university is located, 5) one member appointed by the governor, 6) one member appointed by the Commissioner of Higher Education, 7) such other person, as the Affiliation Agreement may provide, who is affiliated with another Entity associated with the affected university; 8) one member appointed by the current president of the subject university's student body, and 9) one member appointed by the most recent past president of the subject university's student body.

However, each university and Entity may choose to agree upon some different arrangement which would accomplish the same end. Because of the differences in the various Entities, the types and amounts of assets held by the Entities, the debt obligations of some Entities, ongoing contractual obligations, and other similar factors, the Board will address such proposals on an individual basis to determine their effectiveness, feasibility and practicality. Any such proposal must be submitted with all of the information necessary to fully evaluate the proposal. The exact language of all documents required to implement such a proposal shall be included in the submission to the Board.

Any such proposals will be considered by the Board and acted upon before March 31, 2010. Failure to submit sufficient information to allow a full understanding as to the effectiveness and practicality of such a plan will prevent the Board from considering the proposal. In the absence of approval by the Board of some other alternative provisions to accomplish such purpose by March 31, 2010, or any extension granted...
by the Board, it is expected that each university will enter into a contract with all related Entities under terms similar to those in the illustration set out above.

If the Entity is a university research foundation formed pursuant to Miss. Code Ann. Section 37-147-15 (1972), as amended, the new board of directors shall be appointed by the subject university's IEO, in accordance with applicable state law.


STAFF RECOMMENDATION: Board Staff recommends approval of this item.
1. **MSU – APPROVAL OF PROPOSED REVISIONS TO THE MISSION STATEMENT**

Below are the proposed revisions to Mississippi State University’s mission statement for the Board’s consideration.

**Mission Statement**

Mississippi State University is a public research, land-grant university whose mission is to provide access and opportunity to students from all sectors of the state’s diverse population, as well as from other states and countries, and to offer excellent programs of teaching, research, and service.

Enhancing its historic strengths in agriculture, natural resources, engineering, mathematics, and natural and physical sciences, Mississippi State University offers a comprehensive range of undergraduate, and graduate, and professional programs; these include architecture, the fine arts, business, education, the humanities, the social and behavioral sciences, and veterinary medicine across many disciplines.

The university embraces its role as a major contributor to the economic development of the state and beyond through targeted research and the transfer of ideas and technology to the public, supported by faculty, and staff, student, and alumni relationships with industry, community organizations, and government entities.

Building on its land-grant tradition, Mississippi State University strategically extends its resources and expertise throughout the entire state for the benefit of Mississippi’s citizens, the nation, and the world by offering access for working and place-bound adult-learners through its Meridian Campus, Extension, and distance learning on- and off-campus education and research sites, Extension, and distance education programs.

Mississippi State is committed to its tradition of instilling among its students and alumni community ideals of diversity, citizenship, leadership, and service.

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

2. **SYSTEM – APPROVAL OF BUFFKIN/BAKER TO ASSIST WITH THE UNIVERSITY OF MISSISSIPPI INSTITUTIONAL EXECUTIVE OFFICER SEARCH**

The Commissioner, in consultation with the Board Search Committee, has recommended Buffkin/Baker as the search consultant to assist with the University of Mississippi Institutional Executive Officer search.

**Staff recommendation:** Board staff recommends this item for the Board’s consideration.
3. **SYSTEM – APPROVAL OF MINIMUM QUALIFICATIONS FOR UNIVERSITY OF MISSISSIPPI INSTITUTIONAL EXECUTIVE OFFICER CANDIDATES**

Pursuant to Board Policy 201.0509 Institutional Executive Officer/Commissioner of Higher Education Search Process, subsection B Board Search Committee, the following minimum qualifications for the University of Mississippi Institutional Executive Officer Search candidates are proposed for the Board’s approval.

**Qualifications**

- The Board of Trustees seeks a dynamic, creative and accomplished leader with vision, energy and integrity who can build upon the success of the university in continuing to enhance the state, region, and nation through comprehensive academic, research, and public service initiatives.
- The successful candidate must be an innovative leader with a passion for providing higher education opportunities to diverse populations. Preferred candidates should have demonstrated skills as a visionary leader and strategic thinker.
- He or she must possess a commitment to student learning, growth and development, as well as the intellectual, analytical and personal qualities for embracing and advancing existing and new university programs, expanding academic facilities, and building partnerships with business, government and philanthropic organizations.
- He/she must also have excellent interpersonal and communications skills; a strong commitment to advancing the use of technology; the ability to sustain and enhance the fiscal integrity of the university; and the ability to recruit, retain, and evaluate a qualified and competent administration, faculty and staff.
- Excellent academic credentials and record of scholarship or equivalent experience and accomplishments that command the respect of the university community;
- Passion for and commitment to excellence in undergraduate and graduate education;
- Senior-level experience managing large and complex organizations with the ability to work with both internal and external constituencies, including faculty, staff, students, the local community, alumni, government, the media and the general public;
- Ability to prepare and implement a comprehensive and fiscally-responsible university budget;
- Experience working effectively with federal, state and local officials;
- Commitment to a diverse student body, faculty and staff and to promoting issues of multiculturalism;
- Ability to work successfully within a statewide system of higher education;
- Appreciation for the importance of sustainability to the future of the university and the community;
- An appreciation for the value of a strong Division I intercollegiate athletic program, competing within the Southeastern Conference.
The Chancellor is responsible for sound and effective management of the university, which includes the following functions:

- Engage in strategic planning to craft a long-range plan for the university and develop strategies to make that plan a reality;
- Generate resources for the university, including both public funding and private fundraising and to connect these resources to the mission of the institution;
- Manage the university’s resources effectively and in keeping with the university’s mission;
- Provide visionary leadership to inspire, motivate and support faculty and staff;
- Understand the functioning of a multi-campus university, including an academic medical center and law school;
- Serve as the chief advocate for the university and interact effectively with external constituencies to build support for the university;
- Interact effectively with the Board of Trustees, implementing Board policies, decisions, rules and regulations of the Board;
- Work effectively with and coordinate the responsibilities of the university’s administrators, faculty, staff and alumni;
- Cultivate and communicate a shared vision of the university; and
- Serve as spokesperson for the university to all internal and external constituencies.

Staff recommendation: Board staff recommends this item for the Board’s consideration.
1. **IHL EXECUTIVE OFFICE – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT AGREEMENT WITH ELLUCIAN COMPANY L.P.**

Mississippi Department of Information Technology Services (MS-ITS) is acting as contracting agent for the Mississippi Institutions of Higher Learning (IHL) and is entering into an amendment with Ellucian Company, L.P. This amendment is for an additional five years of Bronze Level maintenance services for the Banner software not to exceed an additional $222,967.52. The total estimated contract cost with this amendment is $576,678.52.

See Exhibit 1.
PROJECT NUMBER 44898
AMENDMENT # 2 TO
SUPPLEMENT TO MASTER LICENSE AND SERVICE AGREEMENT
BETWEEN
ELLUCIAN COMPANY L.P.
(SUCCESSOR BY ASSIGNMENT TO SUNGARD HIGHER EDUCATION, INC.
AND ALSO FORMERLY KNOWN AS SUNGARD SCT, INC. AND SCT SOFTWARE &
RESOURCE MANAGEMENT CORP.)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING
(ORIGINAL PROJECT NUMBER 40909)

This document (hereinafter referred to as "Amendment Number 2") shall serve to amend the
original Supplement to Master License and Service Agreement executed on November 27, 2013
and amended on January 6, 2015 (hereinafter referred to as "Agreement"), between Ellucian
Company L.P. (successor by assignment to Sungard Higher Education, Inc.), and also formerly
known as "Sungard SCT, Inc." and SCT Software & Resource Management Corporation", a
Delaware corporation having its principal place of business at 4 Country View Road, Malvern,
Pennsylvania 19355 (hereinafter referred to as "Licenser" and/or "Ellucian"), and the Mississippi
Department of Information Technology Services having its principal place of business at 3771
Eastwood Drive, Jackson, Mississippi 32211 (hereinafter referred to as "ITS"), as contracting
agent for the agencies and institutions of the State of Mississippi. It is understood by the parties
that ITS is executing this Supplement on behalf of Mississippi Institutions of Higher Learning
(hereinafter referred to as "Licensee" and/or "IHL"). ITS and Licensee are sometimes collectively
referred to herein as "State".

WHEREAS, IHL desires to renew Bronze Level maintenance services for its Ellucian software
products;

NOW THEREFORE, ITS, IHL, and Ellucian, by entering into this Amendment Number 2, mutually
agree that the following provisions shall modify the aforementioned Supplement:

In order to renew Bronze Level maintenance services for the Ellucian software products beginning
July 1, 2019 and continuing through June 30, 2024, the parties agree that Exhibit A in the
Supplement shall be and hereby are, as of the date of the last signature below, modified by the
addition of the new Exhibit A-1, which is attached to this Amendment Number 2 and incorporated
herein by reference. As a result of this Amendment Number 2, Licensor agrees to provide the
additional Bronze Level maintenance services listed in the attached Exhibit A-1 at the pricing
therein stated not to exceed an additional $222,957.82.

Any conflict between this Amendment Number 2 and the Supplement will be resolved in favor of
this Amendment Number 2. Except as expressly modified by this Amendment Number 2, all other
terms and conditions of the Supplement executed on November 27, 2013 and amended on
January 6, 2015, shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment Number 2 as of the last signature date herein below.

State of Mississippi, Department of Information Technology Services, on behalf of Mississippi Institutions of Higher Learning

By: [Signature]  
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.
Title: Executive Director
Date: 11

Ellucian Company L.P.

By: [Signature]  
Authorized Signature

Printed Name: [Signature]
Title: [Signature]
Date: [Signature]

Mississippi Institutions of Higher Learning

By: [Signature]  
Authorized Signature

Printed Name: Dr. Alfred Rankins, Jr.
Title: Commissioner of Higher Education
Date: 2/22/19
### EXHIBIT A-1

#### Bronze Level Maintenance Services

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**Year 1 Annual Payment Amount:** $40,351.50

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**Year 2 Annual Payment Amount:** $42,369.08

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<th>Component Systems</th>
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<th>Maintenance Standards</th>
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**Year 3 Annual Payment Amount:** $44,487.53

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**Year 4 Annual Payment Amount:** $46,711.91

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<th>Maintenance Standards</th>
<th>Annual Payment Amount</th>
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</table>

**Year 5 Annual Payment Amount:** $49,047.50

**Total Maintenance Amount:** $222,987.52
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE MAY 16, 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.
ALCORN STATE UNIVERSITY

1. **ASU- GS 101-313 – Pre-Plan Eunice Powell Hall Renovations**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Budget Increase**

   Board staff approved the change in the total project budget from $50,000.00 to $770,000.00, an increase of $720,000.00. Funding is provided by SB 3065, Laws of 2018.

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

   **Project Initiation Date:** October 18, 2018
   **Design Professional:** Salmon Architect, PLLC
   **General Contractor:** TBD
   **Total Project Budget:** $770,000.00

DELTA STATE UNIVERSITY

2. **DSU– GS 102-258 – Sillers Coliseum Renovation – Roofing & HVAC**

   **Approval Request #1: Award of Construction Contract**

   Board staff approved the Award of Contract in the amount of $1,943,900.00 to the apparent low bidder, E. Cornell Malone Corporation.

   **Approval Status & Date:** APPROVED, May 23, 2019

   **Project Initiation Date:** November 17, 2016
   **Design Professional:** Cooke Douglas Farr Lemons Architects
   **General Contractor:** E. Cornell Malone Corporation
   **Phased Project Budget:** $2,668,798.73
   **Total Project Budget:** $2,850,000.00
MISSISSIPPI STATE UNIVERSITY

3. MSU- GS 113-141 – ADS & Poultry Complex, PH I

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the credit amount of $32,158.00 and eighty-four (84) additional days to the contract of Century Construction.

Approval Status & Date: APPROVED, May 14, 2019

Change Order Description: Change Order #4 includes the following items: furring and drywall at various locations; repaired a stone at a pilaster on the north face of the building; revised the grading at the center plaza area; deduct for concrete plaza & pavers; revised the ductwork for the supply & exhaust at the elevator equipment room; revised the water piping, ductwork and electrical feed to the autoclave location at the sample prep/autoclave room; changed the style of the bike rack to the current MSU standard; revised the restroom door signs to be blue with updated graphics; seven additional days due to delays and fifty-three (53) weather related days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $180,894.52.

Project Initiation Date: April 16, 2015

Design Professional: McCarty Architects, P.A.

General Contractor: Century Construction & Realty, Inc.

Total Project Budget: $27,500,000.00
4. MSU- IHL 205-279– Addition & Renovation to Dudy Noble Field

Approval Request #1: Change Order #15

Board staff approved Change Order #15 in the amount of $120,000.00 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, May 14, 2019

Change Order Description: Change Order #15 includes the following items: corrective work performed at the existing lower bowl.

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

Total Project Change Orders and Amount: Fifteen (15) change orders for a total amount of $2,614,858.09.

Project Initiation Date: May 21, 2015
Design Professional: Wier Boerner Allin Architects, PLLC
General Contractor: Jesco, Inc.
Total Project Budget: $55,000,000.00

5. MUW- GS 104-192- Demolition of Taylor and Keirn Hall

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 $2,569,000.00 to the apparent low bidder, M & M Services, Inc.

Approval Status & Date: APPROVED, May 24, 2019

Project Initiation Date: January 18, 2018
Design Professional: JBHM Architects
General Contractor: M & M Services, Inc.
Total Project Budget: $2,900,000.00

MISSISSIPPI VALLEY STATE UNIVERSITY

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of $45,723.48 and thirty-five (35) 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, May 24, 2019

Change Order Description: Change Order #3 includes the following items: demolished and replaced the gutter; extended the foundation; and thirty-five (35) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions; and weather-related days for work as indicated herein.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $76,044.54.

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
7. **UM- GS 107-308 – Union Addition & Renovation**

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

**Approval Request #1: Change Order #17**

Board staff approved Change Order #17 in the amount of $185,768.00 and forty-seven (47) additional days to the contract of Roy Anderson Corp.

**Approval Status & Date:** APPROVED, May 7, 2019

**Change Order Description:** Change Order #17 includes the following items: changed the number of lights in the transit center ceiling; added pipe, fittings and labor to the PH # roof drain system; modified data; installed and painted plywood backing board & replaced the damaged finishes; modified a door; provided circuit & conduit to the existing irrigation control panel in PH 3; deleted costs for a follow-up by the state elevator inspector and mark-up; added a terrazzo base at the existing columns in PH 3 to include one week of cleaning; added decorative panels and terrazzo around the tar-stained columns on level 3 in PH 3; removed the existing intermediate wall and door frame in level 2 of stair 2; repainted and cleaned the demolished space; added more sand in the south planters to raise the grade from the original directions; added extended overhead; removed and reinstalled FEC’s in Barnes & Noble; replaced latching hardware with push/pull plates and closers at the meeting room vestibule doors; modified the supply ducts and undercut doors at the ATM room; and forty-seven (47) days to the contract.

**Change Order Justification:** These changes were 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:** Seventeen (17) change orders for a total amount of $180,894.52.

**Project Initiation Date:** August 18, 2011  
**Design Professional:** Eley Guild hardy Architects  
**General Contractor:** Roy Anderson Corp.  
**Phased Project Budget:** $61,319,497.10  
**Total Project Budget:** $61,650,000.00
8. **UM– IHL 207-428 – East Campus Electrical Modifications**

**Approval Request #1: Change Order #5**

Board staff approved Change Order #5 in the amount of $31,006.07 and Thirty-five (35) additional days to the contract of McInnis electric Co.

**Approval Status & Date:** APPROVED, June 3, 2019

**Change Order Description:** Change Order #5 includes the following items: the two underground spare conduits that were not connected to the underground spare conduits had to be extended; the existing conduits extending east from the existing manhole had to be intercepted west of a broken area, cleaned and intercepted with asphalt; and a total of thirty-five (35) days added to the contract.

**Change Order Justification:** These changes were due to latent job site conditions and days for work as indicated herein.

**Total Project Change Orders and Amount:** Five (5) change orders for a total amount of $40,300.00.

**Project Initiation Date:** November 17, 2016  
**Design Professional:** Corbett Legge & Associates, PLLC.  
**General Contractor:** McInnis Electric Co.  
**Total Project Budget:** $2,220,000.00

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

**Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of $31,817.90 and zero (0) additional days to the contract of Baldwin and Shell Construction Company.

**Approval Status & Date:** APPROVED, May 13, 2019

**Change Order Description:** Change Order #3 includes the following items: removed the existing sidewalk and installed a new ramp into the ice room; installed mini blinds, millwork in existing offices; moved speaker wire to coordinate with the new millwork; installed light fixtures and relocated light switches; a back cover was added to a sign adhered to glass; installed a power outlet to the sports clock location.
Change Order Justification: These changes were due to errors and omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $52,678.24.

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

10. UM– IHL 207-447 – Martin Hall HVAC Upgrades

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the credit amount of $40,300.00 and zero (0) additional days to the contract of Tri-Star Mechanical, Mechanical Contractors, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 24, 2019

Change Order Description: Change Order #1 includes the following item: the contract amount was reduced by $40,300.00.
Change Order Justification: This credit was due to the HVAC Controls Allowance Reconciliation.

Total Project Change Orders and Amount: One (1) change order for a total amount of $40,300.00.

Project Initiation Date: August 21, 2014
Design Professional: Corbett Legge & Associates, PLLC.
General Contractor: Tri-Star Mechanical, Mechanical Contractors, Inc.
Total Project Budget: $1,650,000.00
11. UM– IHL 207-453 – South Oxford Center – Film Studio

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, June 3, 2019

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by McCarty Architects, P. A.

Approval Status & Date: APPROVED, June 3, 2019

Project Initiation Date: May 16, 2019
Design Professional: McCarty Architects, P. A.
General Contractor: TBD
Total Project Budget: $1,250,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

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

Approval Request #3: Contract Documents

Board staff approved Contract Documents as submitted by ESA Architects

Approval Status & Date: APPROVED, May 24, 2019

Approval Request #4: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 24, 2019

Project Initiation Date: April 2, 2010
Design Professional: ESA Architects
13. UMMC– IHL 209-574 – Garage D

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $18,665.11 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.

Approval Status & Date: APPROVED, May 2, 2019

Change Order Description: Change Order #2 includes the following items: revised the site drainage; revised the piles and foundations; and filled the abandoned storm drain.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of $18,665.11.

Project Initiation Date: October 18, 2018
Design Professional: HDR Architecture, Inc.
General Contractor: Brasfield & Gorrie, LLC
Total Project Budget: $17,900,000.00

14. USM– IHL 208-338 – Pinehaven Apartments Demolition

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Perkins & Williamson Architecture, PLLC.

Approval Status & Date: APPROVED, May 3, 2019

Approval Request #2: Waiver of Design Development Documents
Board staff approved the Waiver of Design Development Documents as submitted by Perkins & Williamson Architecture, PLLC.

Approval Status & Date: APPROVED, May 3, 2019  
Project Initiation Date: February 21, 2019  
Design Professional: Perkins & Williamson Architecture, PLLC  
General Contractor: TBD  
Total Project Budget: $1,415,000.00
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 4/30/19) from the funds of the Mississippi Board of Trustees of State Institutions of Higher Learning. (This statement, in the amount of $18,345.66, represents services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 18,345.66

Payment of legal fees for professional services rendered by Hand Arendall Harrison Sale LLC (statement dated 5/13/19) from the funds of the Mississippi Board of Trustees of State Institutions of Higher Learning. (This statement, in the amount of $17,323.16, represents services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 17,323.16

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 5/1/19) from the funds of Alcorn State University. (This statement, in the amount of $42.33 represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE..........................................................$ 42.33

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 5/20/19) from the funds of Mississippi State University. (This statement, in the amount of $1,062.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 1,062.50

Payment of legal fees for professional services rendered by Butler Snow (statement dated 5/21/19) from the funds of Mississippi State University. (This statement, in the amount of $3,127.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE..........................................................$ 3,127.00

Payment of legal fees for professional services rendered by Ware Immigration (two statements each dated 5/1/19) from the funds of Mississippi State University. (These statements, in the amounts of $770.00 and $4,000.00, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE..........................................................$ 4,770.00
Payment of legal fees for professional services rendered by Mayo|Mallette (three statements, each dated 5/7/19) from the funds of the University of Mississippi. (These statements, in the amounts of $659.80, $2,046.00 and $320.66, represent services and expenses in connection with general legal advice.)

TOTAL DUE…………………………………………………………$ 3,026.46

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 9/1/18, 9/1/18, 9/1/18, 10/1/18, 10/1/18, 11/1/18, 1/1/19, 1/1/19, 4/1/19, 4/1/19, 4/1/19, 4/1/19, 5/1/19, 5/1/19, 5/1/19 and 5/1/19) from the funds of the University of Mississippi. (These statements, in the amounts of $1,500.00, $38.96, $2,500.00, $501.00, $34.13, $57.00, $2,500.00, $629.00, $2,300.00, $2,500.00, $2,590.00, $2,000.00, $87.62, $2,000.00, $519.00, $507.00 and $38.72, represent services and expenses in connection with immigration/ labor certifications.)

TOTAL DUE…………………………………………………………$ 22,802.43

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 7/17/18, 2/28/19, 3/11/19, 4/12/19, 4/12/19, 4/12/19, 4/19/19, 4/30/19, 4/30/19, 5/7/19, 5/7/19, 5/7/19, 5/7/19 and 5/7/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $468.00, $52,938.03, $4,631.50, $1,268.50, $118.00, $4,568.50, $43,660.45, $8,468.80, $3,648.90, $27,969.60, $152.00, $295.00, $767.00, $2,802.50 and $10,148.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE…………………………………………………………$ 161,904.78

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 3/29/19, 3/29/19, 3/29/19, 3/29/19 and 4/16/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $3,016.40, $1,769.00, $7,056.36, $5,692.50 and $10,412.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE…………………………………………………………$ 27,946.26

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC, (statements dated 3/26/19, 3/26/19, 4/30/19 and 4/30/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,980.00, $115.50, $478.50 and $1,914.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE…………………………………………………………$ 4,488.00
Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 3/14/19, 4/3/19, 4/3/19, 4/3/19, 4/3/19, 4/3/19, 4/3/19, 4/10/19, 5/6/19, 5/6/19, 5/6/19, 5/6/19, 5/6/19, 5/6/19 and 5/6/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,150.50, $1,353.00, $1,160.56, $1,419.00, $2,260.50, $12.00, $5,225.13, $12.00, $12.00, $292.50, $2,541.00, $3,697.80 and $1,292.88 respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 20,440.87

Payment of legal fees for professional services rendered by Page Kruger & Holland (statement dated 4/10/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $3,342.00, represents services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 3,342.00

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (seven statements, each dated 4/5/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $135.00, $94.50, $175.50, $472.50, $108.00, $297.00 and $132.00, represent services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 1,414.50

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace. (statements dated 3/31/19, 3/31/19, 3/31/19, 3/31/19, 4/5/19 4/8/19 and 4/25/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $8,265.52, $4,483.67, $765.00, $638.75, $1,492.58, $9,705.00, $22,973.48, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 48,324.00

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 3/7/19, 3/21/18, 3/21/19, 3/21/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 4/11/19, 4/18/19, 4/18/19, 4/18/19, 4/18/19, 4/18/19, 4/18/19, and 5/2/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $775.50, $123.00, $559.50, $705.50, $9,834.00, $29,855.80, $1,562.92, $9,097.02, $3,957.00, $1,863.01, $1,252.50, $49.50, $4,563.03, $283.95, $5,261.48, $1,914.00, $115.50, $4,699.50, $495.00, and $41,652.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..........................................................$ 118,619.71

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 3/5/19, 4/1/19, 4/1/19, 4/2/19, 4/2/19, 4/2/19, 4/2/19, 4/2/19, 4/2/19, 4/24/19, 5/1/19, 5/1/19,
5/1/19, 5/1/19, 5/1/19 and 5/1/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,397.00, $4,392.25, $28,879.26, $4,527.00, $336.00, $3,251.00, $8,010.80, $1,158.80, $24,710.00, $495.90, $1,336.50, $1,377.00, $3,892.10, $21,682.00 and $24,240.90 respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 130,686.51

Payment of legal fees for professional services rendered by Butler Snow (statement dated 5/8/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $501.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 501.50

Payment of legal fees for professional services rendered by Mayo Mallette (statement dated 5/7/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of $331.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 331.50

Payment of legal fees for professional services rendered by Ware Immigration (four statements, each dated 5/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $2,000.00, $2,000.00, $28.59 and $57.23, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.................................................................$ 4,085.82

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

Payment of legal fees for professional services rendered by Larry Schemmel (five statements, each dated 4/11/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Oral Vaccination of Fish with Live Attenuated Edwardsiella Ictaluri Vaccines” - $440.00; “Methods for Improving Rice Nutrition via Manipulation of Starch Crystalline Structure and Nutrient Penetration Treatment” - $150.00; “System to Control an Actuator Patent Application” - $1,905.00; “Chitosan and Sodium Sulfite Membrane Coating for Use in Food Processing Patent Application” - $140.00; and “Fiber Separation from Grains and Grain Products Using Electrostatic Methods” - $50.00, respectively.)

TOTAL DUE.................................................................$ 2,685.00
Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statement dated 2/22/19) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Occidiofungin Formations and Uses Thereof” - $1,085.00)

TOTAL DUE..................................................$. 1,085.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 11/21/18, 12/13/18, 3/19/19, 5/15/19 and 5/15/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patent: “Cottonseed Oil Polymer” - $1,600.00; “Pincer Metal OXO Complexes for Water-Splitting and C-H Bond Activation” - $263.50; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - $1,599.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - $875.00; and “Cottonseed Oil Polymer” - $630.00, respectively.)

TOTAL DUE..................................................$. 4,967.50

Payment of legal fees for professional services rendered by Stites & Harbison (three statements, each dated 4/16/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $217.50, $47.50 and $628.54, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE..................................................$. 893.54

Payment of legal fees for professional services rendered by Workman Nydegger (two statements, each dated 4/29/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $26.58 and $370.25, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE..................................................$. 396.83
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. **ASU** – On May 21, 2019, Commissioner Alfred Rankins, Jr., approved the Elevated Water Storage Tank Space Lease between Alcorn State University and Cellco Partnership d/b/a Verizon Wireless (hereinafter “Verizon”) for the five-year lease of space on ASU’s elevated water storage tank located on the campus of ASU for placement and operation of a wireless communications antenna system described in Schedule A attached to the agreement. Verizon will pay to the University a monthly lease payment of $1,367.30 for the term of the five-year lease beginning on the first day of the month following the approval and execution of the agreement, for a total of $82,038. 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. **ASU** – On May 23, 2019, Commissioner Alfred Rankins, Jr., approved the Amended and Restated Lease Agreement between Alcorn State University and Mrs. Dorothy Addkison for approximately 151 acres of property in Kemper and Winston counties for use by the ASU Cooperative Extension Program to operate an Agriculture Incubator. The original lease term of 99 years is being amended to twelve years, with a termination date of December 31, 2023. The annual rent will remain $8,000 per year for a total cost of $96,000. Pursuant to the “Amount of Rent and Time of Payment” portion of the agreement, the rent payments are to be prepaid annually on or before the 30th of each January, except for the current year’s payment, which was not paid in January and is now due on or before June 30th. 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.

c. **ASU** – On May 28, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Alcorn State University and Days Inn of Natchez for short-term, temporary overflow housing for ASU students and authorized visitors from August 18, 2019 through September 8, 2019. The university will utilize 25 rooms for a total cost of $24,200 to be paid in two installments as set out in Section 3 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.

d. **ASU** – 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 May 31, 2019, Commissioner Alfred Rankins, Jr., approved the revisions for the FY 2019 Ayers academic programs after conducting a mid-year review of their Ayers programs. It appears that these revisions were necessary to align 2019 budgets to individual program needs over
the remaining months of the year. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e., self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions involve moving dollars between programs that do fit under the pre-approval by the Executive Office policy section of the guidelines. Any available funds from Image Building & Recruitment, Expansion of Nursing Program, Family Clinic, and Technology Programs will be moved to the Expansion of Teachers Education Program in Vicksburg Program to support the contractual agreement for office space rental on behalf of the Ayers Vicksburg Program. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

e. MVSU – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 9, 2019, Commissioner Alfred Rankins, Jr., approved the revisions for the FY 2019 Ayers academic programs after conducting a mid-year review of their Ayers programs. It appears that these revisions were necessary to align 2019 budgets to individual program needs over the remaining months of the year. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e., self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

f. UM – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On May 21, 2019, Commissioner Alfred Rankins, Jr. approved the UM Parking and Transportation Rules and Regulations for the 2019-2020 school year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.